

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
1.	GCC 1.1(e) & 1.1(ee)	<p>Supplementing Sub-Clause GCC 1.1(e) & 1.1 (ee)</p> <p>The Time for Completion shall be as under :</p> <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></td> </tr> <tr> <td style="text-align: center;">Supply, Delivery, Retrofitting, Testing & Commissioning of 420kV and 245kV SF6 CBs at POWERGRID, Satna and Bina sub station</td> <td style="text-align: center;">24 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:		Supply, Delivery, Retrofitting, Testing & Commissioning of 420kV and 245kV SF6 CBs at POWERGRID, Satna and Bina sub station	24 months
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Taking Over by the Employer upon successful Completion of:								
Supply, Delivery, Retrofitting, Testing & Commissioning of 420kV and 245kV SF6 CBs at POWERGRID, Satna and Bina sub station	24 months							
2.	GCC 1.1(o)	<p>Supplementing Sub-Clause GCC 1.1(o)</p> <p>The Employer is: Power Grid Corporation of India Limited, Western Region II, Regional Head Quarter, Sama Savli Road, Vadodara - 390008</p> <p>Kind Attn.: DGM (C&M)/Ch. Manager (C&M), Mobile: +91- 6264002998/9425409510/9904754872</p>						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Email: nitesh.verma@powergrid.in cnmwr2@powergrid.in
3.	GCC 1.1(w)	Supplementing Sub-Clause GCC 1.1(w) The Owner is Power Grid Corporation of India Limited (A Wholly Owned, Gurgaon (Haryana) - 122001.
4.	GCC 4	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 corresponding Appendix - 4 (Time Schedule) to the Contract Agreement. 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
5.	GCC 5.1	Supplementing Clause GCC 5.1 If case of contract on an Indian Entity, established as Subsidiary/JVC/Group company by its Parent/ Principal company, based on the Financial support of the Parent/ Principal Company pursuant to ITB clause 11.1, the Parent/ Principal Company of such an Indian Entity shall fulfill the following requirements as the case may be: (a) The Parent/ Principal Company shall have a minimum equity participation of 51% in the Subsidiary Company for a lock-in period of seven (7) years from the date of incorporation of Subsidiary Company or upto the end of Defect Liability Period of the contract, whichever is later <i>(applicable in case Contractor is a Subsidiary Company)</i>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>(b) The Parent/ Principal Company and the Group Company shall have a common source of control, directly or indirectly, so as to exercise a minimum equity participation of 26% or appoint more than 50% of members of Board of Directors in the Group Company. The promoter of the Group Company shall maintain the minimum equity participation in the Group Company for a lock-in period of seven (7) years from the date of incorporation of Group Company or upto the end of Defect Liability Period of the contract, whichever is later <i>(applicable in case Contractor is a Group Company)</i></p> <p>(c) The Parent/ Principal Company shall have a minimum equity participation of 26% in the Joint Venture Company(JVC) for a lock-in period of 7 years from the date of incorporation of JVC or upto the end of Defect Liability Period of the contract, whichever is later</p> <p>An Indian Manufacturer, as a promoter of JVC who has designed, manufactured, tested and supplied any of the EHV Switchgear for AIS / GIS Sub-stations viz. Circuit Breaker, CT, CVT, Surge Arrestor, Isolator, shall have a minimum equity participation of 51% in the JVC for a lock-in period of 7 years from the date of incorporation of JVC or upto the end of Defect Liability Period of the contract, whichever is later <i>(applicable in case Contractor is a Joint Venture Company)</i></p>
6.	GCC 5.7	<p>Insert a new clause GCC 5.7 as follows:</p> <p>Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published “Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement” (hereinafter DMI&SP policy).</p> <p>The Contractor shall comply with the guidelines specified in the policy including subsequent amendments/ modifications, if any. Further, in case of iron and steel products (whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time) included in the BoQ/ scope of the package, the Contractor shall be required to provide the following requisite Certificate(s)/ Affidavit(s) in line with aforesaid policy:</p> <p>(i) Authorization Certificate issued by Domestic Manufacturer</p>

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

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		<p>Policy.</p> <p>Such certificate shall be filed within 60 days of commencement of each half year, to the respective executing Region of POWERGRID and shall continue to be filed till the completion of supply of the said products.</p> <p>Further, if the Domestic manufacturer from whom the Contractor had proposed to source the Iron & Steel products is changed during execution of the Contract, the Contractor shall furnish (i) authorization certificate, if applicable, (ii) affidavit of self-certification and (iii) value- addition certificate from the new Domestic manufacturer.</p> <p>In addition, DMI&SP policy shall also be applicable on inclusion of new/substituted items during post award stage which are covered under specified HS codes as per Appendix-A of the DMI&SP policy as revised from time to time.</p> <p>Violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder/contractor in this regard shall be dealt in line with provisions of the Integrity Pact.</p>
7.	GCC 7.0	<p>Replace clause 7.2 as following Prices for all items during the entire tenure of contract shall remain firm</p>
8.	GCC 9.2	<p>Replace GCC 9.2 with the following:</p> <p>No Initial Advance shall be paid to the contractor.</p>
9.	GCC 9.2.2	<p>Replace GCC 9.2.2 with the following:</p> <p>The security shall, at the contractor's option, be in the form of unconditional Bank Guarantee from an eligible bank as per GCC Sub-Clause 9.4 or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form 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 The Advance Payment Security shall be allowed to</p>

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		<p>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 upto 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>
10.	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.</p> <p>The performance security(ies) shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p> <p>The Contractor shall also arrange additional Performance Security (ies), if applicable as per stipulated QR/Clause no. 5 of Joint Deed of Undertaking mentioned at Sl. No. 20, 22 of Section – VI: Appendix to SCC.</p> <p>Also, the successful bidder is required to arrange additional Performance Security(ies), for various equipment, if applicable, in line with the requirements specified in Technical Specifications.</p> <p>The above additional Performance Securities shall be submitted before release of first dispatch payment of respective equipment. The said security(ies) shall be required to be extended time to time till ninety (90) days beyond the actual Defect Liability Period for said equipments as may be required under the Contract.</p> <p>Note: In case of JV bid involving an Indian Entity and its Collaborator/ parent/ principal company as partner (s), additional performance guarantees from the Collaborator(s)/ parent/ principal company [as stipulated at para 1.2 (b) (ii) & para 1.3 (b) (ii) of Annexure-A (BDS)] shall not be required to be submitted.</p>

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11.	GCC 9.3.1.2 (b)	Replace the Clause reference GCC 9.3.1.1(b) appearing in second line with Clause GCC 9.3.1.2(a)										
12.	GCC 9.3.1.2 (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 Contractor in future packages as non responsive in line with ITB 13.6forfeit the bid security and/or may terminate the Contract forthwith pursuant to GCC Clause 36.										
13.	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 as stipulated in SCC in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Appendix to SCC.</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.powergridindia.com. 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="574 1287 1507 1808"> <tbody> <tr> <td data-bbox="574 1287 971 1329">Payment Category</td> <td data-bbox="971 1287 1507 1329">Performance Security</td> </tr> <tr> <td data-bbox="574 1329 971 1409">Sub-category</td> <td data-bbox="971 1329 1507 1409">Performance Security Payment-WR II</td> </tr> <tr> <td data-bbox="574 1409 971 1530">Name of Depositor</td> <td data-bbox="971 1409 1507 1530">Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.</td> </tr> <tr> <td data-bbox="574 1530 971 1690">Vendor Code, if applicable</td> <td data-bbox="971 1530 1507 1690">POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing</td> </tr> <tr> <td data-bbox="574 1690 971 1808">Payment Remarks</td> <td data-bbox="971 1690 1507 1808">Performance Security for [enter the name of the contract and last four digits of the CA number]</td> </tr> </tbody> </table> <p>The copy of ‘Online Payment Acknowledgement - Suppliers’</p>	Payment Category	Performance Security	Sub-category	Performance Security Payment-WR 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]
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		generated subsequent to the payment shall be submitted by the Contractor. The online payment facility shall be for payment in Indian Rupees only.
14.	GCC 9.3.3	<p>Replace GCC 9.3.3 with the following:</p> <p>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 Ten percent (10%) of the value of the component covered by the extended warranty.</p>
15.	GCC 9.3.4	<p>Replace GCC 9.3.4 with the 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/ Insurance Surety Bond for advance payment shall be submitted in the name of all the partner(s) of the Joint Venture.</p> <p>Deleted</p>
16.	GCC 9.3.5	<p>Add new sub Clause GCC 9.3.5</p> <p>No interest shall be payable by the Employer on the performance Security.</p>
17.	GCC 9.3.6	<p>Add new sub Clause GCC 9.3.6</p> <p>During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee 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.</p>
18.	GCC 9.4	<p>Replace GCC 9.4 with the following:</p> <p>Issuing Banks</p>

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		<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>						
19.	GCC 9.4	<p>Supplementing GCC Clause 9.4 with the following</p> <p>The contractor has the option to submit BG (towards Advance Payment Security and Performance Security) using SFMS Platform.</p> <p>The Account details of POWERGRID for the purpose of Bank Guarantee (towards Advance Payment Security and Performance Security) to be issued using SFMS Platform are as given below:</p> <table border="1" data-bbox="574 1318 1528 1602"> <thead> <tr> <th data-bbox="574 1318 1036 1402">Name of the Bank and Address</th> <th data-bbox="1036 1318 1252 1402">IFSC Code</th> <th data-bbox="1252 1318 1528 1402">POWERGRID Current A/c No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="574 1402 1036 1602">State Bank of India, VIP Road (Baroda) Virnagar Society Baroda Gujarat - 390018</td> <td data-bbox="1036 1402 1252 1602">SBIN0009162</td> <td data-bbox="1252 1402 1528 1602">30209822943</td> </tr> </tbody> </table> <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, VIP Road (Baroda) Virnagar Society Baroda Gujarat - 390018	SBIN0009162	30209822943
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State Bank of India, VIP Road (Baroda) Virnagar Society Baroda Gujarat - 390018	SBIN0009162	30209822943						
20.	GCC 11	Supplementing the GCC Clause 11						

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		Notwithstanding the provisions of Clause GCC 11.1 above, the copyright in all the 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.
21.	GCC 13.1	<p>Supplementing GCC 13.1</p> <p>The Project Manager for the package shall be:</p> <p>DGM (AM) or his Authorised Representative</p>
22.	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 item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract. Further, the Contractor shall not subcontract any work to a subcontractor/sub vendor from such countries which shares a land border with India unless such subcontractor/sub vendor fulfills all requirement in regard to 'Bidder from a country which shares a land border with India' as per ITB clause 2.1. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.</p>
23.	GCC 15.3	Replace the existing provision with the following:

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		For items or parts of the Facilities not specified in the corresponding Appendix (List of Approved Subcontractors) to the Contract Agreement for Supply of Goods Contract(s), the Contractor may employ such Subcontractors as it may select, at its discretion.
24.	GCC 15.5	<p>Adding New sub clause GCC 15.5</p> <p>The Contractor shall sign the Integrity Pact with its Subcontractors before employing under the Contract.</p>
25.	GCC 16.3.5	<p>Sub-clause modified as below –</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 or difference is referred to an Arbitrator/CCIE, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the 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>
26.	GCC 18.1.3 (a)	<p>Replace the para 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 formally certified skilled, as is necessary for the proper and timely execution of the Contract. Labour having “Recognition of Prior learning” (RPL) Certification [under Pradhan Mantri Kaushal Vikas Yojana (PMKVY)] can also be employed by the Contractor. Further in case of deployment of semi-skilled and un-skilled labor, the Contractor shall ensure that all such workers would be skilled through Recognition of Prior</p>

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		<p>Learning (RPL) within 02 months from the date of commencement of work. All the costs to the above effect shall be borne 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>
27.	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>
28.	GCC 18.3.3.1	<p>Supplement GCC 18.3.3.1 with the following:</p> <p>The Contractor shall be responsible for the safety during all activities at the Site.</p> <p>I. The Contractor shall:</p> <ol 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. <p>II. 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> <p>III. The Contractor shall not make any connection /change in any</p>

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		<p>electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge.</p> <p>IV. 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.</p>
29.	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>
30.	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>
31.	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/permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.</p>
32.	GCC 18.3.3.17	<p>Replace GCC 18.3.3.17 with the following:</p> <p>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).</p> <p>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.</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</p>

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		<p>cause accidents and endanger the safety of the persons and/or property, and/or equipment.</p> <p>In addition to above The Contractor shall submit the following documents to the Engineer In- Charge before deployment of man power (or) before start of work:</p> <ol style="list-style-type: none"> a. Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge. b. Safety Policy/ Safety Document of the Contractor's company. c. Contractor shall also submit list of identified emergency facilities available at nearby site. d. Health checkup of all workers from competent agencies/ departments before deployment at site. e. 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.)
33.	GCC 18.3.3.18	<p>Replace GCC 18.3.3.18 with the following:</p> <p>In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform but no later than 4 hrs. of the occurrence of the same, to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws. Further 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</p>
34.	GCC 18.3.3.23	<p>Replace GCC 18.3.3.23 with the following:</p> <p>It is mandatory for the Contractor to observe the following during the execution of the works:</p>

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		<p>a. 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.</p> <p>b. 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.</p> <p>c. 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.</p> <p>d. 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.</p> <p>e. 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.</p> <p>f. 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.</p> <p>g. First-aid box should be available at site.</p> <p>II. 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.</p>
35.	GCC 18.3.3.24	Deleted
36.	GCC 18.3.3.25&26 &27	<p>Replace GCC 18.3.3.25&26&27 with following:</p> <p>Notwithstanding above, if the original contract price is above ₹1 crore, the Contractor shall also be responsible for payment of a</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC									
		<p>sum as indicated below to be deposited in the "Safety Corpus Fund".</p> <table border="1" data-bbox="574 472 1344 1144"> <tr> <td data-bbox="574 472 631 667">a.</td> <td data-bbox="631 472 1024 667">Upon 1st accident causing fatal / accident causing 25% or more permanent disablement.</td> <td data-bbox="1024 472 1344 667">1% of the Contract price, as awarded.</td> </tr> <tr> <td data-bbox="574 667 631 863">b.</td> <td data-bbox="631 667 1024 863">Upon 2nd accident causing fatal / accident causing 25% or more permanent disablement.</td> <td data-bbox="1024 667 1344 863">2% of the Contract price, as awarded.</td> </tr> <tr> <td data-bbox="574 863 631 1144">c.</td> <td data-bbox="631 863 1024 1144">Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2nd accident</td> <td data-bbox="1024 863 1344 1144">3% of the Contract price, as awarded.</td> </tr> </table> <p>For the purpose of recovery under this clause, the count of accident shall be package wise.</p> <p>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.</p>	a.	Upon 1 st accident causing fatal / accident causing 25% or more permanent disablement.	1% of the Contract price, as awarded.	b.	Upon 2 nd 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 nd accident	3% of the Contract price, as awarded.
a.	Upon 1 st accident causing fatal / accident causing 25% or more permanent disablement.	1% of the Contract price, as awarded.									
b.	Upon 2 nd 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 nd accident	3% of the Contract price, as awarded.									
37.	GCC 18.3.3.28	Deleted									
38.	GCC 18.3.3.29	<p>Add new clause GCC 18.3.3.29 as follows:</p> <p>Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors</p>									

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		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.
39.	GCC 19.7	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.
40.	GCC 21	<p>Replace GCC 21 along with Sub-Clauses with the following:</p> <p>21. Completion Time Guarantee</p> <p>21.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 4.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.</p> <p>21.2 If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price payable thereon 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>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<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> <p>21.3 No bonus will be given for earlier Completion of the Facilities or part thereof.</p>
41.	GCC 22.2	<p>Replace the first para of GCC Sub-Clause 22.2 with the following:</p> <p>“The Defect Liability Period shall be as under:</p> <p>(i) Sixty (60) months for Transformer, AIS Capacitive Voltage Transformer/Current Transformer/Circuit Breaker from the date of Taking Over/Completion of Facilities (or part thereof). For the purpose of this clause, the Measurable Defects as per the Technical Specifications shall also be considered for Transformer/Capacitive Voltage Transformer/Current Transformer/Circuit Breaker</p> <p>(ii) Twelve (12) months from the date of Taking Over/Completion of Facilities for all equipment/materials other than those specified at (i) above”.</p>
42.	GCC 22.8	<p>Supplementing Sub-Clause GCC 22.8 in SCC</p> <p>Upon correction of the defects in the (132kV/ 145kV/220KV/245kV/400kV) AIS Capacitive Voltage Transformer / Current Transformer/Circuit Breaker by repair/ replacement, such repair/replacement shall have the Defect Liability Period of the said 132kV/ 145kV/220KV/245kV/400kV AIS Capacitive Voltage Transformer / Current Transformer/Circuit Breaker extended by a period of 2 years from the time of such repair/replacement of the said 132kV/ 145kV/220KV/245kV/400kV AIS Capacitive Voltage Transformer / Current Transformer/Circuit Breaker to rectify the defect, or up to the expiry of period mentioned in GCC Sub-Clause 22.2, whichever is later.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
43.	GCC 22.8.1	<p>Supplementing Sub-Clause GCC 22.8.1</p> <p>The Contractor's liability for latent defects warranty for 132kV/145kV/220KV/245kV/400kV AIS Capacitive Voltage Transformer/ Current Transformer/Circuit Breaker shall be limited to period of five (05) years from the end of Defect Liability Period.</p>
44.	GCC 24.1	<p>Supplementing Clause GCC 24.1:</p> <p>Bidder shall confirm the guaranteed performance or efficiency of the equipments in response to the Technical Specifications.</p>
45.	GCC 24.0	<p>Deleted</p>
46.	GCC 30.1(a) (I) (ii)	<p>Replace the existing Provision GCC 30.1(a) (I) (ii) as below:</p> <p>Transit Insurance Policy for indigenous equipment</p> <p>Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.</p>
47.	GCC 33.1.1	<p>Replace the existing clause with 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>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>(i) Existing item: Any item existing in the BoQ in Contract.</p> <p>(ii) Substituted item: Any item which is to be included in lieu of an existing item in the BoQ in Contract.</p> <p>(iii) New item: Any item which was not originally included in the BoQ in Contract.</p>
48.	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 Twenty-Five percent (25%).</p> <p>However, for individual items also, a limit is specified. For items above ground level, the limit for individual items is +25% and for items below ground level, the same is +100%.</p> <p>In case the overall contract price increases by more than 25%, all such items, where executed/anticipated quantity has exceeded/is expected to exceed that specified in the contract by more than 25%, will be identified. In respect of all such items while the quantity originally specified in the contract plus 25% extra shall be paid at unit rates available in the contract, the payment for the balance quantity shall be released at a rate to be decided after negotiation.</p>
49.	GCC 33.2.4	<p>Clause is modified as below -</p> <p>If rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the change and all matters therein related to the change. For arriving at such rates for the valuation of change, following guidelines are hereby specified: -</p> <p>33.2.4.1 For New items: -</p> <p>a) If possible, the rate shall be arrived at on the basis of similar item available in the contract.</p> <p>b) In case similar item is not available in the Contract, the rate</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>shall be arrived taking into consideration the following documents in the given order of preference: -</p> <ul style="list-style-type: none"> i) POWERGRID SOR (with suitable adjustment in regard to the Price Level) ii) Analysis of Delhi Schedule of Rates issued by CPWD and considering the declared factor for adjustment. iii) Based on the rates of that item available in other Contracts/LOAs: For this purpose, average of rates of that item available in other awards placed during last 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><u>33.2.4.2 For Substitute items:</u></p> <p>For arriving at the rate for Substitute item, the rate for the Existing item (to be substituted) and Substitute item shall be arrived in the similar manner as stipulated at para GCC 33.2.4.1 b) above.</p> <p>(a) If the arrived rate for the Substitute item so determined is more than the arrived rate of the Existing item (to be substituted), the rate payable to the Contractor for the Substitute item shall be the rate for the Existing item (to be substituted) as per Contract so increased to the extent of difference between the arrived rates of Substitute item and the Existing item (to be substituted).</p> <p>(b) If the arrived rate for the Substitute item so determined is less than the arrived rate of the Existing item (to be substituted), the rate payable to the Contractor for the Substitute item shall be the rate for the Existing item (to be substituted) as per Contract so decreased to the extent of difference between the arrived rates of Substitute item and the Existing item (to be substituted).</p>

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		<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>
50.	GCC 34.2	<p>Sub-clause is modified as below –</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>
51.	GCC 36.2.1	<p>Replace GCC 36.2.1 with the following in Section: SCC:</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 therefor 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 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>

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		<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-VIII 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>
52.	GCC 38.2.1	<p>Sub-clause modified as below -</p> <p>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>
53.	GCC 38.2.2	<p>Sub-clause modified as below -</p> <p>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>
54.	GCC 38.3	<p>Sub-clause modified as below -</p> <p>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>
55.	GCC 38	<p>New clause 38.4 added below existing clause -</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>
56.	GCC 40	<p>Add new sub clause GCC 40</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
57.	GCC 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.
58.	GCC 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).
59.	GCC 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.
60.	GCC 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.
61.	GCC 40.2.3	All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.
62.	GCC 40.3	The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point

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		before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.
63.	GCC 40.4	<p>The Standard Operating Procedure for the conciliation mechanism shall be as follows:</p> <ul style="list-style-type: none"> i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute. ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally. iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA). iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail. vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and

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		<p>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>
64.	GCC 40.5	<p>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 remedies would be open to the parties in the event of the conciliation proceedings not being successful.</p>
65.	GCC 40.6	<p>During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
66.	GCC 41.0	<p>Add new Clause GCC clause</p> <p>43.0 POWERGRID Whistle Blower and Fraud Prevention Policy</p> <p>The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies.</p> <p>The Contractor along with their associate / collaborator / subcontractors /</p>

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		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.
67.	Appendix to SCC	Attached herewith as Section - VI Appendix to SCC

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