

## **Annexure – I**

### **Addendum no. 2 HQI 8001 (R-1) (GCC for Works and Maintenance Contract):**

<b>S. No.</b>	<b>GCC Clause ref. no.</b>	<b>Existing Clause in GCC for Works and Maintenance Contracts</b>	<b>Amended/ Revised Clause for Works and Maintenance Contracts</b>
1	4.2.11 (New Clause)	-----	<p><b>Cases where IP (Integrity Pact) is applicable:</b></p> <p>After the release of the EMD, the SD (i.e., Performance Guarantee plus available Retention Money) will serve the purpose of Integrity Pact Security seamlessly during execution of Contract and till the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD (i.e., Performance Guarantee plus available Retention Money), shall be forfeited. The Contractor shall initially submit Performance Guarantee, as per relevant clauses of Contract to start with. However, the Contractor will also be required to extend the validity of Performance Guarantee, till validity of the IP if required. The Performance Guarantee and Retention Money will be released after completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later.</p> <p>If contract security is waived/not available for seamless commitment towards IP, action as per Contract conditions &amp; IP shall be taken against any violation of IP.</p> <p>Further, in case of MSE/Startup, if any contract security is waived/not available for seamless commitment towards IP, the relevant authority of MSE/Startup with whom Contractor is registered shall be informed for any violation of IP.</p>
2	4.3.3 (New Clause)	-----	Security Deposit i.e., Performance Guarantee & Retention Money will be withheld till the contractor complies with all the statutory requirements.
3	11.3.4	<p>The actual amount of price adjustment shall be determined by</p> <p>.....</p> <p>.....</p> <p>SUBSCRIPT: '0' – refer to the values of the above-mentioned Minimum</p>	<p>The actual amount of price adjustment shall be determined by</p> <p>.....</p> <p>.....</p> <p>..... SUBSCRIPT: '0' – refer to the values of the above-mentioned Minimum Wages/ Material indices/ Petrol price applicable to previous month prior to the date of submission of tenders (In case of</p>

		<p>Wages/ Material indices/ Petrol price applicable to previous month prior to the date of submission of tenders (In case of two part tender the date of submission of Part 1 shall be taken).</p> <p>‘1’ – refers to the values of corresponding Minimum Wages, Material indices/ Petrol price as applicable for the month prior to the month in which the work is executed for which adjustment is applicable, respectively.</p>	<p>two part tender the date of submission of Part 1 shall be taken). In case of retrospective revision in Minimum wages by Government notification, the applicable indices for labour shall be taken as the prevailing Minimum Wages (as notified till the date of submission of tenders) as on the last day of the previous month prior to the date of submission of tenders.</p> <p>‘1’ – refers to the values of corresponding Minimum Wages, Material indices/ Petrol price as applicable for the month prior to the month in which the work is executed for which adjustment is applicable, respectively.</p>
4	11.3.8	<p>In the case of materials brought to site for which any secured advance is included in the bill, the full assessed value of such advance shall be added to the cost of work shown in the bill for operation of this Clause. Similarly, when such materials are incorporated in the work and secured advance is deducted from the bill, the full assessed value should be deducted from the cost of the work shown in the bill, running or final.</p>	<p>In the case of materials brought to site for which any secured advance is included in the bill, the value of such advance shall be added to the cost of work shown in the bill for operation of this Clause. Similarly, when such materials are incorporated in the work and secured advance is deducted from the bill, the value of secured advance actually paid corresponding to the quantity of material used and measured in the bill should be deducted from the cost of the work shown in the bill, running or final.</p> <p>Further;</p> <p>a) For contracts with a contractual completion time of up to 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 120 days from the issue of such secured advance.</p> <p>b) For contracts with a contractual completion time of more than 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 270 days from the issue of such secured advance.</p>
5	12.2.1	<p>Running bills shall be submitted, monthly by the Contractor for the work executed during the previous month along with all supporting documents on the format prescribed</p>	<p>Running bills shall be submitted, monthly by the Contractor for the work executed during the previous month along with all supporting documents on the format prescribed by the Corporation. The Engineer-in-Charge shall then arrange to have the bill verified. Where ever applicable (as defined in Schedule A) the Contractor will submit the bills in a soft form, which</p>

		by the Corporation. The Engineer-in-Charge shall then arrange to have the bill verified. Where ever applicable (as defined in Schedule A) the Contractor will submit the bills in a soft form, which shall be in the format as required by the Engineer-in-Charge.	shall be in the format as required by the Engineer-in-Charge. Before release of each Running Bill, the statutory compliances by the contractor will be monitored and the bills will be withheld if contractor fails to comply with statutory compliances.
6	12.2.2 b)	For Materials: The Contractor on signing an indenture in the form to be specified by the Engineer-in-charge 75% percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but have not been so incorporated. However, in case of perishable materials the Contractor shall provide an insurance cover for the full cost. No secured advance shall be payable on high-risk material such as glass, sand, petrol/ diesel etc. The advance payments under this shall be adjusted as and when materials are utilised in the Works.	For Materials: The Contractor on signing an indenture in the form to be specified by the Engineer-in-charge 75% percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but have not been so incorporated. However, in case of perishable materials the Contractor shall provide an insurance cover for the full cost. No secured advance shall be payable on high-risk material such as glass, sand, petrol/ diesel etc. The advance payments under this shall be adjusted as and when materials are utilised in the Works. Further; a) For contracts with a contractual completion time of up to 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 120 days from the issue of such secured advance. b) For contracts with a contractual completion time of more than 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 270 days from the issue of such secured advance.

7	12.4.1	The final bill shall be submitted by the Contractor within 90 days of physical completion of the works. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Engineer-in-Charge, shall be made within the period specified hereunder. The period shall be reckoned from the date of receipt of the bill by the Engineer-in-Charge along with the all acceptable supporting documents.	The final bill shall be submitted by the Contractor within 90 days of physical completion of the works. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Engineer-in-Charge, shall be made within the period specified hereunder. Final Bill will be released only after the contractor complies with all the statutory compliances. The period shall be reckoned from the date of receipt of the bill by the Engineer-in-Charge along with the all acceptable supporting documents.
8	13.2.2 (b)	“The Engineer-in-charge shall on such determination/ cancellation have powers to carry out the incomplete work by any means at the risk and cost of the contractor.”	<p><b>13.2.2 (b)</b></p> <p>i) The Engineer-in-charge shall on such determination/ termination/ cancellation have powers to:</p> <p><b>a)</b> Forfeit the contract security such as EMD (Earnest Money Deposit)/ SD (Security Deposit), as applicable;</p> <p><b>b)</b> Procure from elsewhere the Works or services (as the case may be) same or similar to those incomplete/ unexecuted, at the risk and cost of the Contractor;</p> <p><b>c)</b> Ban business dealings with the Contractor. NPCIL reserves the right to enforce any or all the above mentioned (a), (b) and (c) measures.</p> <p><b>13.2.2 (b)</b></p> <p>ii) Further, following method shall be followed for calculation of the recovery amount against purchase of incomplete/ unexecuted Works or services (as the case may be) at the risk and cost of the Contractor:</p> <p><b>a)</b> The recovery amount against such procurement at the risk and cost of the Contractor will include difference in original &amp; alternate procurement cost for the incomplete/unexecuted Works or services (as the case may be) plus departmental</p>

			<p>administrative charges, which shall be calculated as below:</p> <p><b>Amount to be recovered from the Contractor against Risk &amp; Cost purchase = [(A-B) + H]</b></p> <p>Where –</p> <p>A= Value of incomplete/unexecuted Works or services (as the case may be) as per rates of the new contract awarded against risk and cost of the Contractor,</p> <p>B= Value of incomplete/unexecuted Works or services (as the case may be) as per rates of the Contract and is being paid to the Contractor at the time of termination of the Contract. This shall also include price adjustment (as per clause 11.3), if applicable. The date of application of Price Adjustment clause shall be the date of termination of Contract or the original scheduled date of completion of Contract, whichever is earlier. Further, the lower of the two indices will be applicable to arrive at Price Adjustment amount.</p> <p>H= Departmental Administrative Charges of ₹ 10 lakh.</p> <p><b>b)</b> Incomplete/unexecuted Works or services (as the case may be) Quantities under the contract = Contract Quantities (including quantities as amended till the date of termination) – <b>(minus)</b> actual executed Quantities as on the date of termination of the Contract.</p> <p><b>c)</b> In the above calculations, if “A” is less than “B”, only Departmental Administrative charges shall be recovered from the Contractor.</p> <p><b>13.2.2(b)</b></p> <p><b>iii)</b> The tender for incomplete/unexecuted Works or services (as the case may be) will be called with the same specifications or other items of similar description when such Works or services (as the case may be) exactly complying with the specifications are not in the opinion (such opinion being final) of the Corporation readily procurable. Further, the tender will be called with same scope</p>
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			<p>and terms and conditions (subject to applicable statutory changes/Government guidelines).</p> <p><b>13.2.2 (b)</b></p> <p>iv) The forfeited contract security such as EMD/SD, as applicable, shall not be adjusted against the total recovery amount from defaulting contractor in case of risk and cost purchase of balance Works or services (as the case may be) from other sources. The recovery amount shall be paid by the Contractor in the form of Demand Draft/Online Transfer within 30 days of issue of demand notice by NPCIL.</p> <p><b>13.2.2 (b)</b></p> <p>v) GST, if applicable on forfeited EMD/SD (as applicable) and balance recovery amount shall be paid by the Contractor.</p> <p><b>13.2.2 (b)</b></p> <p>vi) In case of MSE/Startup, if no contract security (EMD/SD (as applicable)) is available for forfeiture with NPCIL, the relevant authority of MSE/Startup with whom the Contractor is registered shall be informed in this regards.</p>
9	13.2.2 A) (New Clause)		<p><b>13.2.2 A)</b></p> <p>In the event of action being taken under clause no. 13.2.2 (b), the Contractor shall also be liable for Liquidated Damages (in addition to forfeiture of Contract security as per clause 13.2.2 (b) i) a) and recovery amount as per clause 13.2.2 (b) i) b)) only for the delayed but executed/delivered and accepted Works/service (as the case may be), which the Corporation is entitled to recover as per clause no. 7.7 (Compensation for delay) provided an agreement for such alternate procurement from elsewhere, is made within (twelve) 12 months of the letter of cancellation sent to the Contractor. The Contractor shall not be entitled to any gain on such procurement made on account of default. The manner and method of such alternate procurement shall be at the entire discretion of the Corporation, whose decision shall be final. This right shall be without prejudice to the right of the Corporation, to recover the damages for breach of Contract by the Contractor as provided in the Contract or under the general law.</p>

10	17.8.1 ii) a)	All questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before contained in this Contract or as to the quality of the workmanship or materials used on the work or arising out of the terms and conditions of the Contract whether during the progress of the work or after the completion or abandonment thereof, at the request of the aggrieved party in writing, shall be referred to the sole arbitration of the person and appointed by the Chairman & Managing Director, Nuclear Power Corporation of India Ltd, in respect of the contracts entered for and on behalf of the Corporation, by any Officer/ Authority of the Corporation.	Except as otherwise provided in the contract, all disputes, differences, questions or disagreements shall, at any time, hereafter arises between the parties hereto or the respective representatives or assigns in connection with or arising out of the contract, or in respect of meaning of specifications, design, drawings, schedule, annexures, orders, instructions, the construction, interpretation of this agreement, or anything hereunder containing or arising hereunder or as to rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended period or before or after the completion or abandonment thereof shall be referred to the sole arbitration (for Contracts costing upto Rs. 10 Crores) of the person appointed through mutual consent of both the parties at the time of dispute or Committee of Arbitrators (for Contracts costing over Rs. 10 Crores) as the case may be. <b>For case of Contracts costing upto Rs. 10 Crores:</b> If the parties fail to reach to a consensus regarding the appointment of the person as the sole Arbitrator through mutual consent within 30 days from the date of such request, the party shall seek the intervention of the court of competent jurisdiction under Section 11 of the Arbitration and Conciliation Act, 1996 for the appointment of Sole Arbitrator. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns for any reason from the position of arbitrator, it shall be lawful for the parties to appoint another person through mutual consent to act as an arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to this effect, failing which the arbitrator will be entitled to proceed de-novo.
11	17.8.1 ii) h) (New Clause)	-----	In an arbitration invoked at the instance of either party to the contract, the arbitrator would be free to consider the counter claim of the other party even though they are not mentioned in the reference of arbitration.
12	17.8.1 ii) i) (New Clause)	-----	The award of the arbitrator shall be final and binding on the parties to the Contract.

13	17.8.1 iii) (New Clause)	-----	<p><b>For contracts with CPSEs, Government Departments/ Organizations:</b></p> <p>Except as otherwise provided in the contract, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Custom &amp; Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD (Administrative Mechanism for Resolutions of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 Dated: 14 December, 2022 &amp; the decision of AMRCD on the said dispute will be binding on both the parties.</p>
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