

NTPC LIMITED
(A Government of India Enterprise)



SECTION – V
SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

Name of Package: Execution of structural steel cable gallery on turnkey basis at NTPC Simhadri CHP

Sl. No.	GCC Clause Ref., if any	Special Conditions
1	Definitions (GCC Clause 1)	<p>The Employer is:</p> <p>Name of Employer : NTPC Limited</p> <p>Address of Employer: NTPC Limited, Central Procurement Group-I, NTPC WR-II office, Sector-24 , Nava Raipur, Chhattisgarh - 492101 (India)</p> <p>Project Manager : Head of Project or his authorized rep.</p> <p>Name of Project Manager : AGM (FM)</p> <p>Address of Project Manager : NTPC Simhadri</p>
2	Time for Commencement and Completion (GCC Clause 8)	The total contract period shall be 18 Months from the date of Notification of Award / Purchase Order.
2.1	Defect Liability (GCC Clause 27) 27.2	As per GCC
3	Completion Time Guarantee (GCC Clause 26)	<p>Applicable rate for liquidated damages:</p> <p>a) Liquidated Damages for delay in successful Completion of Facilities shall be as under:</p> <p>One half of one percentage (1/2%) of total contract price per week of delay beyond the contract period subject to maximum of 5 % of contract value.</p> <p>b) The liquidated damages for delay in supply of spares beyond the dates stipulated under the Contract shall be as follows:</p> <p>(c) The total amount of liquidated damages for delay under the contract will be subject to a maximum of Five percent (5%) of the total Contract Price.</p>

4	Suspension (GCC Clause 41)	<p>Replace GCC Clause 41.3 as under:</p> <p>If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.</p> <p>The Bank Guarantee Charges and Insurance Charges for the extended period shall be reimbursed at actuals based on the written request of Contractor.</p> <p>The reimbursement of BG charges shall be made on the basis of documentary evidence submitted by the Contractor (such as debit advice of Bank) along with a Certificate from the issuing Bank, as per the format enclosed in Section-VII (Forms & Procedures).</p> <p>Further, the reimbursement of Insurance charges shall also be made on the basis of documentary evidence submitted by the Contractor. In addition, the Contractor should obtain Insurance Policy directly from the Insurance Company and not through Brokers.</p> <p>The aforesaid reimbursement of Bank Guarantee Charges and Insurance Charges shall be inclusive of GST.</p>
5	Add New GCC Clause 47	<p>47. Integrity Pact - (Applicable / Not Applicable)</p> <p>If the Employer has terminated the contract pursuant to Section-3 of the Integrity Pact (IP), the Employer shall encash the Contract Performance Bank Guarantee, in accordance with Section 4 of Integrity Pact.</p>
6	Add New GCC Clause 48	<p>48. Independent External Monitors (Applicable / Not Applicable)</p> <p>(Applicable only for tenders having Integrity Pact provisions)</p>
7	Add New GCC Clause 49	<p>49. Royalty</p> <ol style="list-style-type: none"> 1. If the Contractor intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Civil works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto. 2. The Civil works component of the Contract Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid
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		<p>submission.</p> <p>2.1 It shall be the responsibility of the Contractor to ensure that the Royalties or Seigniorage Fee or Cess or other charges on the quarried or mined metal, minerals or minor minerals are paid to the statutory authorities.</p> <p>2.2 The component of Royalties or Seigniorage Fee or Cess or other charges, if applicable in a running account bill, shall only be released by the Employer to the Contractor on submission of the following documents in original:</p> <p>A) In case the Contractor is the primary license holder of the quarry / mines:</p> <ul style="list-style-type: none"> i) Vehicle wise challan / transit permit and proof of payment of royalty, and ii) Any other document required as per the relevant Acts/Rules of the concerned state. <p>B) In case the Contractor is the purchaser of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals:</p> <ul style="list-style-type: none"> i) Purchase voucher and vehicle wise challan / transit permit and proof of payment of royalty, and ii) Any other document required as per the relevant Acts/Rules of the concerned state. <p>2.3 In case the Contractor fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be retained from the respective RA bill, as security against royalty, which shall be refunded to the Contractor on submission of proof of royalty payment.</p> <p>2.4 The Contractor shall pay and indemnify the Employer against any default in payment of Royalties or Seigniorage Fee or Cess or other charges by the Contractor or the agency from which the Contractor purchases soil/earth, sand, stone/aggregates, metals, minerals or minor minerals.</p> <p>2.5 In the event of there being a statutory increase in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of original challan by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the Contractor. The base date for calculating the increase or decrease shall be the rate as on seven (7) days prior to the deadline set for Price Bid submission. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually considered while making the royalty payments to the concerned authorities, or the theoretical consumption of these materials (calculated on the basis of the volume of concrete or fill</p>
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		accepted for payment), whichever is less, and on the basis of documentary evidence of Govt. Notification. However, the Contractor will settle claims, if any, on account of over charge by the State Authorities.
8	GCC Clause 14.1 to 14.4	<p>Replace GCC Clauses 14.1 to 14.4 (Taxes and Duties) with the following:</p> <p>14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.</p> <p>14.2 Notwithstanding GCC Sub-Clauses 14.1 above, the Employer shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country specified in Price Schedule No. 1 (and also on locally supplied Recommended Spare Parts quoted in Price Schedule No. 5, when awarded) to be incorporated in the Facilities, by the law of country where the site is located, (b) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory spares specified in Price Schedule No. 2 (and also of locally supplied Recommended Spare Parts quoted in Price Schedule No. 5, when awarded) and (c) Installation Services including Erection, Civil & Allied Works and other services specified in Price Schedule No. 3. However, all other taxes, duties & levies as may be applicable on goods and services specified in Price Schedules Nos. 1, 2 & 3 and on the materials used for civil construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer.</p> <p>Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.</p> <p>The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on NTPC due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss.</p> <p>The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.</p> <p>The Employer will deduct GST at source at the applicable</p>

		<p>rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.</p> <p>14.3 If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the Employer shall use its best endeavours to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.</p> <p>14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing on seven (7) days prior to the deadline set for price bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (dispatched directly from sub-vendor's works to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.</p>
9	GCC Clause 36.1	<p>Replace GCC Clause 36.1 (Changes in Laws and Regulations) with the following:</p> <p>36.1 If, after the date seven (7) days prior to the deadline set for Price Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (to be dispatched directly from the sub-vendor's works to NTPC Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or</p>

		credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix 2 to the Contract Agreement.
10	GCC Sub-Clause 13.2	<p>Replace Sub-Clause 13.2 (Advance Payment Security) of Section GCC with the following:</p> <p>13.2.1 The Contractor shall, within twenty eight (28) days of the Notification of Award of Contract, provide a security in an amount equal to the advance payment for supply of Plant & Equipment and 110% of the advance amount for Installation Services and Civil & Allied Works calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the Contract, with an initial validity of up to ninety (90) days beyond the schedule date of Completion of the last facility covered under the package in accordance with GCC Clause 24. However, in case of delay in completion of the facilities under the package, the validity of this security shall be extended by the period of such delay. The advance payment security shall also cover the amount of GST as applicable on the advance payment to be paid to the contractor.</p> <p>13.2.2 The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms and Procedures) Form of Advance Payment Security. The Advance payment Security shall be reduced prorata every three (3) months after First Running Account Bill/Stage Payment under the Contract based on the value of the respective equipment/facilities received and applicable GST. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance and the amount of GST paid on the advance amount corresponding to cumulative value of the respective equipment/Facilities supplied and received as per certificate issued by the Project Manager. The balance shall be released after ninety (90) days beyond Completion of those Facilities. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Facilities for which the reduction in the value of security is allowed.</p>
11	Add New GCC Clause 50	<p>50. Contractor's Labour Information Management System (CLIMS):</p> <p>(a) The Contractor has to necessarily get itself registered in the Contractor's Labour Information Management System (CLIMS), which will be installed by the Employer.</p> <p>(b) The entry and exit of all contract labour to the plant premises will be through Gate Access Control System of above 'Contractor's Labour Information Management System'.</p> <p>(c) It will be the responsibility of the Contractor to ensure timely exit of all labours from the plant premises after completion of job of that day.</p> <p>(d) The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above System.</p>
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12	GCC clause 44	<p>Replace GCC clause 44 as under:</p> <p>Contractor Performance Feedback and Evaluation System The Employer has in place an established 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals on the following seven parameters:</p> <ul style="list-style-type: none"> • Engineering & Quality Assurance Capability • Finance • Supply • Construction/ Installation • Field Quality • Safety • Claims & Disputes <p>The score-based feedback formats based on which Contractor's performance shall be evaluated is enclosed.</p> <p>In case the performance of the Contractor is found unsatisfactory, the Contractor shall be considered ineligible for participating in future tenders for three years.</p> <p>On completion of the above ineligibility period, the Contractor would be required to submit a request to NTPC for participating in future tenders specifying the measures taken to improve their performance. The Contractor may also request for early revocation of suspension after completion of at least two (2) year of the suspension period. On receipt of such request, the performance of the Contractor shall be assessed/evaluated by NTPC and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders.</p>
13	GCC Clause 11.2	<p>The bidder shall quote the total price for the entire scope of work (covered in the Bidding Documents) on Firm Basis. Provision of Price Adjustment is Not Applicable. <small>Provision of Price Adjustment is applicable as specified in Appendix-2 to Form of Contract Agreement, Section-VII (Book 3 of 3).</small></p>
14	GCC Clause 27.10	<p>Add the following at the end of clause 27.10 of GCC: Extended Warranty: Not Applicable</p>
15	GCC Clause 30	<p>Replace GCC clause 30 as under:</p> <p>30. Limitation of Liability</p> <p>30.1 Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any</p>

		<p>obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>(c) The aggregate liability of the Employer to the Contractor except for GCC Sub clause 29.3, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.</p>
16	GCC Clause-51	<p>Add new GCC Clause 51 as under:</p> <p>51. No Claim for interest or damage</p> <p>51.1 Interest on money due to the contractor: Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p>51.2 No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p>
17	GCC Clause 21.3.2	<p>Replace the existing sub clause with the following</p> <p>Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Contractor's Equipment.</p> <p>In case, the Contractor decides to transport the Plant and Equipment and the Contractor's Equipment by road, then such Plant and Equipment and the Contractor's Equipment must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.</p>
18	GCC Sub Clause 18.6	<p>Replace the existing sub clause with the following</p> <p>Maintenance of Records for Weekly Review Meetings at Site The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Project Manager' or his authorized representative. The deliberations in the meetings shall inter alia include the weekly program, progress of work (including details of manpower, tools and plants deployed by the contractor vis-a-vis agreed schedule), inputs to be provided by Employer, delays, if any, and recovery program, specific hindrances to work and work instructions by Employer. Record of Hindrances / events that lead to slow/ stoppage of smooth execution of work shall be maintained in "Hindrance Register". The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the 'Project</p>
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		Manager', or his authorized representative. These recordings shall be jointly signed by the Project Manager or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.
19	GCC Sub Clause 40.4	<p>Replace the existing sub clause with the following</p> <p>Documents for Consideration of time Extension</p> <p>The following documents shall form the principal basis for consideration of Extension of Time for Completion pursuant to GCC Clause 40 with or without LD, levy of Liquidated Damages pursuant to GCC Clause 26 and settlement of extra claims during the execution of contract:</p> <ol style="list-style-type: none"> 1. The joint recordings in "Hindrance Register" and "Weekly Review Register". 2. Records of Technical Coordination Meetings. 3. Records of Contract Review Meetings, 4. Written notices issued by the "Project Manager" or his authorized representative to the Contractor in the relevant period.
20	GCC Sub Clause 22.3	<p>Replace the existing sub clause with the following</p> <p>22.3 Site Regulations & Safety:</p> <p>22.3.1 The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities in line with para 22.3.2, gate control, sanitation, medical care, and fire prevention.</p> <p>22.3.2 The Employer has formulated Safety Rules for Construction & Erection of Power Plants and is enclosed at Annexure-B to GCC. These Safety Rules lay down the safety requirements for safe execution of project activities, responsibilities of the Contractor, and all concerned involved in Construction and Erection. The Contractor, including his sub-contractors, while executing the Works, shall strictly comply with these Safety rules and statutory requirements (including amendments thereof), as applicable, in respect of safety of personnel, equipment and materials at site area under execution of the Contractor.</p> <p>22.3.3 In addition to other clauses specified in 'NTPC Safety Rules for Construction and Erection of Power Plants' [as enclosed with GCC/SCC], Contractor shall adhere to the following provisions for payment linked to Safety Compliances as specified in Payment Terms:</p> <p>i) Safety Personnel</p> <p>Contractor shall adhere to the requirements of Clause 2.3 (requirement of Safety personnel) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.</p>
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		<p>ii) Personal Protective Equipment & Safety Equipment Contractor shall adhere to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor.</p> <p>In case Contractor fails to comply with aforesaid requirement, Project Manager /Safety Officer shall issue a warning letter/Non-compliance Memo to the Contractor regarding the same advising him to take corrective action.</p> <p>Project Manager /NTPC Safety Officer shall maintain written record of all such incidents when Warning letter/Non-compliance Memo is issued to the Contractor for not meeting the requirements of Clause 4.0 (Personal Protective Equipment) and the provisions of the Bidding Documents.</p> <p>iii) Safety Induction and Training Contractor shall adhere to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants.</p> <p>Contractor shall maintain written record of Safety trainings imparted to its Employees/ workmen for purpose of aforesaid payment. These records shall be available for review of Project Manager /NTPC Safety Officer all the time.</p> <p>iv) Medical and First Aid Amenities Contractor shall adhere to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants.</p> <p>NTPC Safety Officer/ Project Manager shall maintain written record of incidences when requisite Medical and first aid amenities as per Clause 13 of Safety Rules were not available for purpose of aforesaid payment.</p> <p>v) Compliance to Work Permit System Contractor shall adhere to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.</p> <p>In case Contractor fails to obtain work permit or fails to comply to any requirements of aforesaid Work permit system, he will be issued a warning letter/Non-compliance Memo by Project Manager /Safety Officer of NTPC regarding the same advising him to take corrective action.</p> <p>NTPC Safety Officer / Project Manager shall maintain written record of all such incidents when Warning letter / Non-compliance Memo is issued to Contractor for not complying with the requirements of Work Permit System as per Clause 17 of Safety Rules for purpose of aforesaid payment.</p>
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21	GCC Clause 52	<p>Add new GCC Clause 52 as under:</p> <p>Procedure for Contract Closing</p> <p>52.1 The closing of the contract shall be effected after the warranty period/Defect Liability Period is successfully completed and the CPG of the Contractor is returned/ discharged.</p> <p>52.2 The following thirteen (13) certificates, as per the proforma enclosed in Section VII (Forms and Procedures), shall be issued by the 'concerned departments of NTPC'/ 'Contractor', as applicable, and submitted to the concerned authority designated in NTPC for closing of Contracts:</p> <table border="1"> <thead> <tr> <th>Certificate No.</th><th>Certificate Description</th><th>Responsibility</th><th>LIMITING DATES FOR ISSUANCE OF CERTIFICATE@</th></tr> </thead> <tbody> <tr> <td>CCP-01</td><td>Certificate of Final Amendment to the Contract</td><td>SSC C&M dept.</td><td>7 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-02</td><td>Drawing Receipt Certificate</td><td>Executing Dept./EIC</td><td>2 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-03</td><td>QA Documents Receipt Certificate</td><td>FQA</td><td>2 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-04</td><td>O&M Manual Receipt Certificate</td><td>Executing Dept./EIC</td><td>4 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-05</td><td>Scope Completion Certificate</td><td>Executing Dept./EIC</td><td>8 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-06</td><td>Liquidated Damages for Delay Certificate</td><td>Executing Dept./EIC</td><td>7 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-07</td><td>Shortfall in Equipment Performance Certificate</td><td>Executing Dept./EIC</td><td>5 Months from Performance and Guarantee (PG) Tests</td></tr> <tr> <td>CCP-08</td><td>"Material Reconciliation" Certificate</td><td>Executing Dept./EIC & Site Materials Mgmt.</td><td>6 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-09</td><td>"Payment Reconciliation" Certificate</td><td>Finance</td><td>6 Months from The last milestone to be executed/completed</td></tr> <tr> <td>CCP-10</td><td>Certificate regarding</td><td>Contractor</td><td>9 Months from The last milestone to be</td></tr> </tbody> </table>		Certificate No.	Certificate Description	Responsibility	LIMITING DATES FOR ISSUANCE OF CERTIFICATE@	CCP-01	Certificate of Final Amendment to the Contract	SSC C&M dept.	7 Months from The last milestone to be executed/completed	CCP-02	Drawing Receipt Certificate	Executing Dept./EIC	2 Months from The last milestone to be executed/completed	CCP-03	QA Documents Receipt Certificate	FQA	2 Months from The last milestone to be executed/completed	CCP-04	O&M Manual Receipt Certificate	Executing Dept./EIC	4 Months from The last milestone to be executed/completed	CCP-05	Scope Completion Certificate	Executing Dept./EIC	8 Months from The last milestone to be executed/completed	CCP-06	Liquidated Damages for Delay Certificate	Executing Dept./EIC	7 Months from The last milestone to be executed/completed	CCP-07	Shortfall in Equipment Performance Certificate	Executing Dept./EIC	5 Months from Performance and Guarantee (PG) Tests	CCP-08	"Material Reconciliation" Certificate	Executing Dept./EIC & Site Materials Mgmt.	6 Months from The last milestone to be executed/completed	CCP-09	"Payment Reconciliation" Certificate	Finance	6 Months from The last milestone to be executed/completed	CCP-10	Certificate regarding	Contractor	9 Months from The last milestone to be
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			Labour Payments and Statutory Requirements to be furnished by Contractor.		executed/completed
		CCP-11	"No Demand Certificate" by Contractor	Contractor	6 Months from PG Tests
		CCP-12	Certificate of Completion of Warranty Period	Executing Dept./EIC	14 Months from Trial Operation/ Completion of Facilities
		CCP-13	Certificate for Return of BGs/Security Deposit/Indemnity Bonds etc.	Finance	All BGs except CPG: 5 Month from Trial Operation / Completion of Facilities CPG: 15 Months from Trial Operation/ Completion of Facilities
		<p>52.3 Both the Contractor and the Employer will make necessary efforts to complete the Contract Closing activities as per the timelines.</p> <p>It shall be the responsibility of the contractor to submit the drawings along with the reproducibles, QA documents, O&M Manuals, List of Spares, As Built drawings, deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded.</p> <p>The Employer shall also use its best endeavors to expedite all activities leading to successful closure of the contract. The Employer will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.</p>			
22	GCC Sub clause 7.3.1.9	<p>Replace Sub clause 7.3.1.9 (Scope of Facilities) of Section-General Conditions of Contract (GCC) as under:</p> <p><i>"The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding Ex-works price at which the order for such spares have been placed by Employer as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by/negotiated with the Contractor. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by the Employer shall remain valid for the period of 5 years from the date of Commissioning of the equipment."</i></p>			

23	GCC Clause 1	<p>Add following new definitions in GCC Clause 1</p> <p>1.2 “Sub-contractor from a country which shares a land border with India” means;</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>1.21 The beneficial owner for the purpose of clause “1.2” above will be as under;</p> <ul style="list-style-type: none"> a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ul style="list-style-type: none"> i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements; b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials; e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
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		<p>1.2.2 An Agent for the purpose of clause “1.2” is a person employed to do any act for another, or to represent another in dealings with third person:</p> <p>[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p> <p>ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]</p>
24	GCC Clause 19. Subcontracting	<p>Add a following new sub-clauses 19.4 & 19.5 under GCC clause 19. regarding “Subcontracting” as under:</p> <p>19.4 The Contractor shall not be allowed to sub-contract works to any subcontractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the relevant Annexure of SCC.</p> <p>However, the said requirement of registration will not apply to subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>Procurement of raw material, components, etc. does not constitute subcontracting.</p> <p>19.5 For the purpose of Integrity Pact, “Sub-contractor” shall mean only the approved Sub- contractor(s) by the Employer for specific Work(s) at Site.</p> <p>The Contractor shall not be allowed to sub-contract Work(s) to any sub-contractor listed in Appendix 5 (List of Approved Sub-contractors) or for which approval by Employer is required, as per GCC sub-clause 19.1, unless such sub-contractor has agreed to abide by and sign the Tripartite Integrity Pact as in the section ‘Forms & Procedures’ of the bidding document, before start of work by respective sub-contractor.</p> <p>Tripartite Integrity Pact as in the section "Forms and Procedures" of the bidding documents, shall be signed by the Project Manager or his authorized representative, Contractor & Sub-contractor and the original copy of the same shall be submitted by Contractor to NTPC Project Manager, prior to commencement of work by Sub-contractor. This Tripartite Integrity Pact shall also form part of the Contract.</p>

25	GCC Clause 42.2 Termination for Contractor's Default	Add the following sub-clause 42.2.1 (c) as per following: 42.2.1 (c) If the Contractor, sub-contracts any part of the works in violation of the provision of GCC Clause 19.4.
26	GCC Sub-Clause 13.3	GCC clause 13.3.1 under “Performance Security” is modified as under: 13.3.1 The Contractor shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for ten percent (10%) of the Contract Price of all the Contracts, with an initial validity up to ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the Contract. expiry of AMC period. However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay.
27	New Clause- Restrictions on procurement from a Bidder of a country which shares a land border with India	Refer Annexure-II to SCC for details. Appendix I (Order Public Procurement), enclosed with bid documents, is an integral part of SCC.
28	GCC clause no. 46	Replace GCC Clause “Withholding/Banning” as under: 46.0 Debarment The Employer has in place a Policy for Debarment from Business Dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in . The version of Policy presently followed by NTPC is mentioned in Special Conditions of Contract (SCC) of the Bidding Documents. Business dealings may be debarred with the Contractor on account of any Default by the Contractor under GCC Clause 42.2.1 & 42.2.2 or any of the grounds as detailed in the said Debarment Policy.
29	GCC clause no. 46	GCC 46.0 (Debarment) The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev-5 .

30	GCC clause no. 6 (Settlement of Disputes)	<p>GCC Clause 6 (Settlement of Disputes) shall be replaced as under:</p> <p>6. Settlement of Disputes</p> <p>6.1. Mutual Consultation</p> <p><i>If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.</i></p> <p><i>On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference.</i></p> <p><i>Without admitting the Employer's liability, the Employer may obtain, within 30 days of such reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not be construed as or imply acceptance of the claim or liability or accuracy or completeness of the details set forth in such request or reference. The Employer may hold discussions with Contractor with an effort to resolve the dispute.</i></p> <p><i>If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of receipt of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.</i></p> <p><i>Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.</i></p> <p><i>The parties shall not rely on or treat as evidence in Independent Engineer/ Mediation/ Conciliation/ and in any way Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the</i></p>
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		<p>subject of the Mutual consultation proceedings-</p> <ul style="list-style-type: none"> a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; b) admissions made by the other party in the course of the mutual consultation proceedings; c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement. <p>6.2. **Resolution of Dispute through Independent Engineer (IE) (Applicable only for corporate packages of Hydro Projects and EPC/ Main Plant/ SG/ STG/ BoP Packages of thermal projects)</p> <p>If the parties fail to resolve the dispute or difference by mutual consultation within the period specified at Cl. 8.1 above, the dispute shall be referred to Independent Engineer (IE), as follows:</p> <p>I. Appointment, Selection and Removal of IEs/Experts:</p> <ul style="list-style-type: none"> i) The Employer and Contractor shall jointly select only one Member for the Contract from the panel of Experts (for contracts of Hydro Projects), as enclosed in Special Conditions of Contract, as amended from time to time by Ministry of Power. For contracts of Thermal Projects, the Employer and Contractor shall jointly select only one Member for the Contract from the panel of Experts, to be notified by Ministry of Power, and communicated to Contractor by Employer. <p>For the joint selection process, after the award of the contract, the Contractor shall shortlist at least 3 Experts from the 'Panel of Experts as Independent Engineer' and send to EMPLOYER who shall appoint one of them as 'Independent Engineer' for the Contract.</p> <p>The Expert would be designated as 'Independent Engineer' (IE) for the contract. Appointment of IE/ Expert shall be finalized within twenty eight (28) days from award of Contract.</p> <ul style="list-style-type: none"> ii) The initial term of appointment of IE would be for a period of five (5) years or contract period whichever is lesser and may be further renewed on a year on year basis as may be mutually agreed between the Employer and the Contractor subject to the consent of IE and final approval by the Ministry of Power. iii) It will be mandatory for the IE to visit the site once in every two months to be constantly aware of the ongoing project activities and to have a fair idea of any situation that may lead to disagreement between the parties. Further, additional visits may also be undertaken as and when called upon to address issues of disagreements. iv) Employer or Contractor will not be able to change the IE in any case. In case of adverse finding about IE such as not performing duties or complaints of integrity, that Expert would be dropped by
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		<p>the Ministry from the panel itself and a new Expert would be selected by the Employer and Contractor jointly from the panel for performing the duties of IE.</p> <p>II. Standard Operating Procedure (SOPs) for Independent Engineer (IE)</p> <p>i) IE shall act as per the Standard Operating Procedures (SOPs) attached at Annexure-C.</p> <p>ii) Resolution by IE shall commence when the claimant Party submits detailed information as per Standard Format (for Disagreement Case filing attached as Annexure-D) to IE for intervention along with the necessary documentary evidences. Demand for IE intervention will not be admissible without initial documentary evidence.</p> <p>iii) Necessary information sought by IE during the course of investigation shall be provided in a time bound manner by both the Parties and non-compliance of the same shall lead to imposition of penalties, as specified in Special Conditions of Contract (SCC).</p> <p>iv) IE will examine the issue(s) raised by the Parties concerned as mentioned at point number (ii) above by conducting inspections involving field measurements as may be required to further investigate and to also conduct hearing/mediation with both the parties.</p> <p>v) Based on the preliminary hearing of the parties, IE shall prescribe resolution timeline depending upon the number and nature of disagreements subject to a maximum duration of thirty (30) days or within extended timeline under extraordinary circumstances and for reasons to be recorded in writing.</p> <p>vi) There shall not be any conflict of interest and it shall be ensured that IE should not have been engaged for providing any other services to any of the parties i.e. either Employer or Contractor in the last three years. An Undertaking in this regard shall be furnished by the Contractor for the purpose of avoiding any conflict of interest, at the time of bidding and finalization of IE/ Expert.</p> <p>vii) In the event of non-performance of obligations/services by the IEs at any time during the duration of its contract, the Employer and the Contractor, on mutually agreed basis, shall have the right and discretion to terminate IEs contract by giving a termination notice of thirty (30) days to IEs.</p> <p>viii) The role of 'Independent Engineer' under the Contract is an impartial and fair exercise, where the 'Independent Engineer' has to act as a neutral third-party facilitator. The decision of Independent Engineer shall not be binding on the parties unless the parties sign the written settlement agreement and the same is authenticated by IE. Such Settlement agreement would then be binding on the parties and both parties shall implement the</p>
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		<p>same forthwith.</p> <p>III. Terms and Conditions for Payments to 'Independent Engineer'–</p> <p>i) Retainership Fee: A retainer fee, as specified in Special Conditions of Contract (SCC), for 'Independent Engineer for a specific project shall be considered as payment in full for:</p> <p>a. being available on a notice of 2 weeks for all site visits and hearings;</p> <p>b. becoming and remaining conversant with all the project developments and maintaining relevant files;</p> <p>c. compensating all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and</p> <p>The retainer fee of Experts, shall be increased annually by 10%. IE shall be eligible for maximum two retainer ship fee i.e. he can be engaged in maximum two CPSEs (CPSE shall include its JV/subsidiaries also). Further, IE can be engaged in maximum 02 contracts /packages in each CPSE. The duration of retainership shall be for such duration as may be mutually decided by the Employer and Contractor but shall not, in any case, extend beyond 3 months after the completion of works as per the contract.</p> <p>The retainership fee shall be shared by the Employer and the Contractor equally but shall initially be paid to the IE by the Employer.</p> <p>ii) Site Visit Fee: A daily visiting fee, as specified in Special Conditions of Contract (SCC), to either project site or project office, anywhere in India, limited to a maximum of 10 days in a month for Expert, shall be paid for hearing, preparing reports etc. initially by the Employer. The daily visiting fee of Expert shall be increased on yearly basis @10%.</p> <p>iii) Reimbursement of travel, boarding/lodging expenses incurred by Independent Engineer: The travel, boarding/lodging expenses of the 'Independent Engineer', as per entitlement of Executive Director of Employer, would be made initially by the Employer. If any expert of 'Independent Engineer does not receive payment of the amount due within 30 days after submitting claim, the expert shall be free to suspend his/her services without notice until the payment is received.</p> <p>iv) Meeting Expenses: All the payments for holding the meeting would be initially borne by the Employer and shall be shared equally by the Employer and Contractor.</p> <p>v) Sharing of Expenses on Independent Engineer: All the payments for holding the meeting, site visits, reimbursement of travel, boarding/lodging expenses and monthly compensation of</p>
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		<p>Independent Engineer' shall be shared equally by both the parties i.e. Employer and Contractor.</p> <p>vi) The Employer shall maintain an account of all the expenses incurred by it on 'Independent Engineer'.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the Independent Engineer and the parties shall keep confidential all matters relating to the Independent Engineer proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Independent Engineer proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Independent Engineer proceedings;</p> <p>c) proposals made by the Independent Engineer; and</p> <p>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Independent Engineer.</p> <p>* C&M Co-ordinator to delete the above clause 6.2 through SCC for all packages other than corporate packages of Hydro projects and EPC/ Main Plant/ SG/ STG/ BoP Packages of thermal projects.</p> <p>* For Site/Region/SSC/USSC packages of Hydro projects, the aforesaid provisions may be adopted on case-to-case basis, with approval of RED(Hydro).</p> <p>6.3. *Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)</p> <p><i>If the parties fail to resolve a dispute or difference by mutual consultation and through Independent Engineer (if applicable) within a period specified at Cl. 6.1 and 6.2 above, the dispute, if the parties agree, may be referred to the Panel of IEMs for Mediation.</i></p> <p><i>The Mediation proceedings shall be completed in a time bound manner, in not more than 45 days from the date of reference to IEMs for Mediation.</i></p> <p><i>The IEMs may conduct the Mediation proceedings in the manner, they consider appropriate. In case of 3-member Panel of IEMs, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, IEMs recommendations will</i></p>
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		<p><i>be signed by all the members.</i></p> <p><i>The fees for such meetings shall be as specified in the SCC. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of Employer's Organization. However, not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties.</i></p> <p><i>If decision of IEMs is acceptable to both the parties, a Settlement Agreement will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the IEMs.</i></p> <p><i>Notwithstanding anything contained in any other law for the time being in force, the Mediator and the parties shall keep confidential all matters relating to the Mediation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</i></p> <p><i>The parties shall not rely on or introduce as evidence in Conciliation or Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mediation proceedings, -</i></p> <ol style="list-style-type: none"> <i>views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</i> <i>admissions made by the other party in the course of the Mediation proceedings;</i> <i>proposals made by the Mediator; and</i> <i>the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Mediator.</i> <p>* C&M Co-ordinator to delete the above clause 6.3 through SCC for tenders where Integrity Pact is not applicable.</p> <p>6.4. Resolution of Dispute through Conciliation</p> <p><i>If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 and 6.3 above, the dispute if the parties agree, may be referred to Conciliation.</i></p> <ol style="list-style-type: none"> <i>For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Employer</i> <i>For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).</i>
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	<p><i>If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.</i></p> <p><i>The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996.</i></p> <p>6.4.1. Resolution of Dispute through Expert Settlement Council (ESC), constituted by Employer {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) upto Rs. 25 Crore excl. interest}</p> <p><i>If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2 and 6.3 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25 crore (excl. interest).</i></p> <p>6.4.1.1. Invitation for Conciliation through ESC:</p> <p>6.4.1.1.1 <i>A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 and 6.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.</i></p> <p>6.4.1.1.2 <i>Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25 crore (excl. Interest), there will be no Conciliation proceedings through ESC.</i></p> <p><i>There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.</i></p> <p>6.4.1.1.3 <i>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</i></p> <p>6.4.1.2 Conciliation through ESC:</p> <p>6.4.1.2.1 <i>Where Invitation for Conciliation has been furnished under GCC sub clause 6.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which</i></p>	
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		<p>shall be constituted by CMD/Chairman of Employer.</p> <p>6.4.1.2.2 ESC will be formed from experts comprising three members from the panel of Conciliators maintained by EMPLOYER. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore.</p> <p>CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.</p> <p>6.4.1.2.3 The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.</p> <p>6.4.1.3 Proceedings before ESC:</p> <p>6.4.1.3.1 The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.</p> <p>Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.</p> <p>6.4.1.3.2 The parties shall file their claim and counterclaim in the following format</p> <p>a. Chronology of the dispute b. Brief of the contract c. Brief history of the dispute d. Issues</p> <table><tr><th>Sl. No.</th><th>Description of Claims/ Counter claims</th><th>Amount (in foreign currency/INR)</th><th>Relevant Contract Clause</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> <p>e. Details of Claim(s)/Counter Claim(s) f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract</p> <p>Note: Statement of claims shall be restricted to maximum limit of 20 pages.</p>	Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause												
Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause															
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		<p>6.4.1.3.3 <i>In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.</i></p> <p><i>If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.</i></p> <p>6.4.1.3.4 <i>The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.</i></p> <p>6.4.1.3.5 <i>ESC will conclude its proceedings in maximum 5 meetings and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.</i></p> <p>6.4.1.3.6 <i>Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.</i></p> <p>6.4.1.4 Fees & Facilities to the Members of the ESC</p> <p><i>The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:</i></p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Fees/ Facility</th><th>Entitlement</th></tr> </thead> <tbody> <tr> <td>1</td><td>Fees</td><td>Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *</td></tr> <tr> <td>2</td><td>Secretarial expenses</td><td>Rs. 10,000 lump sum (to 1 member only).</td></tr> </tbody> </table>	Sl. No.	Fees/ Facility	Entitlement	1	Fees	Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *	2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).
Sl. No.	Fees/ Facility	Entitlement									
1	Fees	Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *									
2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).									

		3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
		4	Venue for meeting	Employer's conference rooms
		Facilities to be provided to the out-stationed member		
		5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
		6	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or Rs. 3,000
		7	Stay for out stationed members	As per entitlement of Independent Directors.
		8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
		<p><i>* Due to unavoidable circumstances, if there is requirement of more than 5 meeting to conclude the Conciliation proceedings, the same may be done at the discretion of ESC within the capping of fee of Rs 2.5 Lakhs per conciliator. However, logistic arrangements, including travel, etc. may be provided as per the extant Policy for such additional sittings.</i></p> <p><i>Aforesaid fees is subject to revision by Employer from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.</i></p> <p><i>6.4.1.5 If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.</i></p> <p><i>Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.</i></p> <p><i>6.4.1.6 Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</i></p>		

		<p><i>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</i></p> <ul style="list-style-type: none"> <i>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</i> <i>b) admissions made by the other party in the course of the Conciliation proceedings;</i> <i>c) proposals made by the Conciliator; and</i> <i>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator</i> <p>6.4.2 Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim/ Counter claim whichever is higher) above Rs. 25 Crore excl. interest}</p> <p><i>If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2, 6.3 above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest.</i></p> <p>6.4.2.1 Invitation for Conciliation through CCIE:</p> <p>6.4.2.1.1 <i>A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 and 6.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.</i></p> <p>6.4.2.1.2 <i>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</i></p> <p>6.4.2.2 Conciliation Committee of Independent Experts:</p> <p>6.4.2.2.1 <i>Where Invitation for Conciliation has been consented to under GCC sub clause 6.4.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.</i></p>
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		<p><i>Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in Special Conditions of Contract.</i></p> <p>6.4.2.2.2 <i>The Contractor may select three CCIEs, in priority order, from the list of CCIEs enclosed with the Special Conditions of Contract, for finalization by Central Electricity Authority (CEA).</i></p> <p><i>There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Employer, prior to appointment. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Employer or the Contractor in the last five years. An Undertaking in this regard, shall also be furnished by the Contractor for the purpose of avoiding any conflict of interest.</i></p> <p>6.4.2.3 Proceedings before CCIE:</p> <p>6.4.2.3.1 <i>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.</i></p> <p>6.4.2.3.2 <i>The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.</i></p> <p>6.4.2.3.3 <i>The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.</i></p> <p>6.4.2.3.4 <i>The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.</i></p> <p>6.4.2.3.5 <i>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</i></p>
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		<p>may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.</p> <p>4.2.3.6 The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Employer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.</p> <p>6.4.2.4 Fees & Facilities to the Members of the CCIE</p> <p>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.</p> <p>In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.</p> <p>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.</p> <p>6.4.2.5 The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings.</p> <p>The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.</p> <p>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 remedies as may be available to them under the applicable laws other than Arbitration.</p> <p>In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.</p> <p>After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.</p>
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	<p>6.4.2.6 <i>Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</i></p> <p><i>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings, -</i></p> <ul style="list-style-type: none"> a) <i>views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</i> b) <i>admissions made by the other party in the course of the Conciliation proceedings;</i> c) <i>proposals made by the Conciliator; and</i> d) <i>the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator</i> <p>6.5 #Arbitration</p> <p>6.5.1 * <u>For tenders invited on DCB basis</u></p> <p><i>If the process of mutual consultation and IE (if applicable) and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) is less than Rs. 10 crores.</i></p> <p><i>If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee</i></p> <p><i>In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) is Rs. 10 Crores or above, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.</i></p> <p><i>The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the</i></p>	
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		<p>documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.</p> <p>The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party under this contract, then the cumulative disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) in all such arbitrations shall be taken into account while arriving at the total disputed amount for the subject contract. Disputes having cumulative value less than Rs 10 crores shall be resolved through arbitration. In case the disputed amount (Claim/Counter claim, whichever is higher, excluding interest) is Rs 10 crores and above, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party.</p> <p><u>* For tenders invited on ICB basis</u></p> <p><i>*If the process of mutual consultation and IE (if applicable) and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.</i></p> <p><i>If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.</i></p> <p><i>In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.</i></p> <p><i>The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any</i></p>
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		<p><i>documents/details of the claims and counter-claims thereafter.</i></p> <p><i>The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.</i></p> <p><i>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party under this contract, then the cumulative disputed amount (i.e. Claim/Counter claim, whichever is higher, excluding interest) in all such arbitrations shall be taken into account while arriving at the total disputed amount for the subject contract. Disputes having cumulative value up to Rs 25 crores shall be resolved through arbitration. In case the disputed amount (Claim/Counter claim, whichever is higher, excluding interest) exceeds Rs 25 crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party.</i></p> <p>6.5.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 6.5.1, shall be finally settled by arbitration.</p> <p>6.5.3 It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.</p> <p><i>Any dispute or difference raised by a party to arbitration shall be adjudicated by an arbitral tribunal consisting of three arbitrators, in the following manner:</i></p> <p>a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.</p> <p>b) The EMPLOYER and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator within 30 days, who shall act as presiding arbitrator of the arbitral tribunal. If the two arbitrators do not succeed in appointing a third arbitrator within 30 days of the latter of the two arbitrators has been appointed, the third arbitrator shall be appointed by the High Court of Delhi.</p> <p>c) If one party fails to appoint its arbitrator within 30 days after the other party has named its arbitrator, the party which has named its arbitrator may approach the High Court of Delhi to appoint the second arbitrator.</p> <p>d) If any member of the arbitral tribunal dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, a substitute shall be appointed in the same manner as the</p>
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		<p><i>arbitrator whose mandate has terminated as above. After substitution of new member, the arbitration tribunal shall proceed with reference from the stage where the mandate of the arbitrator has been terminated.</i></p> <p><i>e) Arbitrator tribunal shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.</i></p> <p><i>f) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitral tribunal shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:</i></p> <p><i>(i) 40% of the fees if the Pleadings are complete.</i> <i>(ii) 60% of the fees if the Hearing has commenced.</i> <i>(iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed</i></p> <p><i>g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:</i></p> <p><i>(i) 40 % of the fees on Completion of Pleadings.</i> <i>(ii) 40% of the fees on Conclusion of the Final Hearing.</i> <i>(iii) 20% at the time when arbitrator notifies the date of final award.</i></p> <p><i>h) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.</i></p> <p><i>i) The Arbitration shall be held at Delhi only.</i></p> <p><i>j) The arbitral tribunal shall give reasoned and speaking award in prompt manner and it shall be final and binding on the parties.</i></p> <p><i>k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause</i></p> <p><i>6.5.4 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</i></p>
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		<p>Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.</p> <p>The limit on disputed amount as mentioned at clause 6.5.1 above shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation and IE (if applicable) as brought out at GCC Sub Clause 8.1 and 8.2 above.</p> <p>6.6 Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p>(b) the Employer shall pay the Contractor any monies due to the Contractor.</p> <p>Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>#[C&M coordinator shall delete clause 6.5.1 to 6.5.3 above for contracts / tenders invited on DCB basis with cost estimate more than Rs. 1000 crore].</p>
31		<p>GCC Sub-Clause 20.3.5 (Approval/Review of Technical Documents by Project Manager) of Section-GCC shall be replaced as under:</p> <p>20.3.5 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 Expert Settlement Council (ESC) for determination in accordance with GCC Sub-Clause 6.4.1 hereof. If such dispute or difference is referred to ESC, 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 ESC upholds the Contractor's view on the dispute and if the Employer has not given notice under GCC Sub-Clause 6.5.1 hereof, 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 the ESC shall decide, and the Time for Completion</p>
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		<i>shall be extended accordingly.</i>
32		<p>GCC Sub-Clause 23.7 (Test and Inspection) shall be replaced as under:</p> <p><i>23.7 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 the <u>Expert Settlement Council (ESC)</u> for determination in accordance with GCC Sub-Clause <u>6.4.1</u>.</i></p>
33		<p>GCC Sub-Clause 39.2.5 (Changes Originating from Employer) of shall be replaced as under:</p> <p><i>39.2.5 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."</i></p> <p><i>Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.</i></p> <p><i>If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the <u>Expert Settlement Council (ESC)</u> in accordance with the provisions of GCC Sub-Clause <u>6.4.1</u>.</i></p>
34		<p>GCC Sub-Clause 40.2 (Extension of Time for Completion) shall be replaced as under:</p> <p><i>40.2 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 the <u>Expert Settlement Council (ESC)</u>, pursuant to GCC Sub-Clause <u>6.4.1</u>.</i></p>
35	GCC 6.2.I	<p>(Appointment, Selection and Removal of IEs/Experts)</p> <p>The Panel of Experts for appointment as Independent Engineer is enclosed as Annexure-IV.</p>

36	GCC 6.2.II(iii)	<p>(Standard Operating Procedure (SOPs) for Independent Engineer (IE))</p> <p>Rs. 5,000/- per day shall be imposed on either party for failure to provide necessary information sought by IE during the course of investigation in time bound manner and the share of expenses of other party on IE shall be correspondingly reduced by above amount.</p>
37	GCC 6.2.III	<p>(Terms and Conditions for Payments to 'Independent Engineer')</p> <p>Retainer fee shall be Rs. 1,00,000 per month fixed for FY 2025-26.</p> <p>Site Visit Fee shall be Rs 20,000 per day fixed for FY 2025-26.</p> <p>The aforesaid fees shall be subject to change as per guidelines issued by Ministry of Power regarding 'Terms and Conditions for Payments to Independent Engineer', from time to time.</p>
38	GCC 6.3	<p>Mediation through Independent External Monitors (IEMs) - (Applicable only for tenders having Integrity Pact provisions)</p> <p>Applicable / Not applicable</p> <p>The fees payable to each IEM for mediation proceedings shall be Rs. 25,000/- per sitting and same shall stand revised as and when revised by Central Vigilance Commission.</p>
39	GCC 6.4.2.2	<p>(Conciliation Committees of Independent Experts)</p> <p>The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as Annexure-V.</p>
40	New GCC Clause 47	<p>Add a new GCC Clause 47 as under:</p> <p>Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall strictly adhere to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy displayed on website https://ntpctender.ntpc.co.in/ under section 'policy docs'. The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer.</p>
41	GCC Clause 28.0	<p>Functional Guarantees:</p> <p>The words "Appendix-8 (Functional Guarantee)" appearing in the GCC Cl. 28 and at any other places in bidding documents shall be read in conjunction with Technical Specification, Section-VI of Bidding Documents.</p>

42	GCC Clause 13.0	<p>Add new GCC Sub-Clause 13.7 as under:</p> <p>a) All physical BGs except BG issued by a Bank outside India and all Insurance Surety Bonds except those issued by an Indian Insurance company outside India, shall be received from issuing Bank/Insurance company directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:</p> <p>Unified Treasury (BG Group) Administrative Building, NCPS, Dadri NTPC Limited, PO. Vidyut Nagar Distt: Gautam Budh Nagar, Uttar Pradesh- 201008</p> <p>The Bank Guarantee / Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s).</p> <p>A physical BG issued by a Bank outside India and Insurance Surety Bond issued by an Indian Insurance company outside India need to be submitted by the Bidder directly to the employer as defined in BDS. The BG/ Insurance Surety Bond also needs to bear stamp duty of appropriate value as applicable. The BG/ Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG/ Insurance Surety Bond in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.</p> <p>b) A soft copy of the physical BG / Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank/ Insurance company.</p> <p>c) Confirmation of physical BGs through Structured Financial Messaging System (SFMS)/SWIFT (Not Applicable for E-BGs through NESL platform)</p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>(i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001 (iv) IFSC Code: ICIC0000007</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)</p>
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		<p>d) All Bank Guarantee / Insurance Surety Bond should be enforceable for minimum ninety (90) days after expiry of its validity.</p> <p>e) Minimum extension of any Bank Guarantee / Insurance Surety Bond should be three months along with 90 days of claim period from the revised date of expiry.</p> <p>f) Performance Security / Security Deposit amount up to Rs. 1,00,000/- (Rupees One Lacs only), must be submitted through Electronic Fund Transfer (EFT) only. In such cases the provisions pertaining to submission of Bank Guarantee(BG) / e-BG / Insurance Surety Bond towards performance security will not be applicable. However, depositing of Performance Security / Security Deposit by deducting requisite percentage of amount from RA bills, if specified in the bidding documents, will be applicable.</p> <p>In addition, in case a contractor / its assignee / collaborator / associate / JV Partner (if applicable), chooses to submit BG against performance securities/Advance, such BG will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.</p>
		<p><u>ANNEXURES TO SCC</u></p> <p>ANNEXURE-I: BANNING POLICY-Rev 4 ANNEXURE-II: REGISTRATION UNDER LAND BORDER ANNEXURE-IV: Panel of Experts for appointment as Independent Engineer ANNEXURE-V: The Panel of Conciliation Committees of Independent Experts (CCIE) ANNEXURE-VI : List of Banks</p>