

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR KAWAS GAS POWER STATION

Bidding Document No.: CS-2600-001-9

Amendment No. 01 to Special Conditions of Contract (SCC), Section-V

S. No.	Clause Reference	Amendment	
		Existing Provisions	Amended Provisions
1	GCC clause 21.3	--	Add new SCC item no. 14 as under: <i>Add the following para at the end of GCC Sub-Clause 21.3.2 (Transportation)</i> <i>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.</i>
2	GCC clause 2.3	...drawing and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the Contract...	...drawing and descriptive materials submitted with the bid, in at least three (3) copies to form a part of the Contract...
3	GCC clause 2.4	...Contractor at his own cost shall provide the Employer with at least twenty (20) copies of electronic ...	... Contractor at his own cost shall provide the Employer with at least six (6) copies of electronic version ...
4	GCC clause 30.1 (b)	(b) the aggregate liability of the either party to the other party, whether... Employer with respect to patent infringement. Notwithstanding anything ...released to the Contractor, if any.	Replace GCC sub-clause 30.1 (b) with following: <i>(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 obligation of the Contractor to indemnify the Employer with respect to patent infringement.</i> <i>(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'.</i>

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5	GCC clause 48.1	Interest on money due to the contractor	Replace GCC sub-clause 48.1 with following: <i>Interest on money due to the contractor:</i> <i>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.</i>
6	GCC clause 18.6	Maintenance of Records of Weekly Progress Review Meetings at Site	Replace GCC Sub-Clause no. 18.6 (Maintenance of Records for Weekly Review Meetings at Site) with following: <i>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 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.</i>
7	GCC clause 40.4	Documents for Consideration of Time Extension	Replace GCC Sub-Clause no. 40.4 (Documents for Consideration of time Extension) with following: <i>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:</i>

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			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.