

SPECIAL CONDITIONS OF CONTRACT (SCC)

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The following bid specific data for **Construction of a building for TLM Office and Security Toilet at Palakkad S/S premises** shall amend and/or supplement the provisions in the **General Conditions of Contract (GCC)**. This Special Conditions of Contract, (SCC) shall be read along with Invitation for Bid (IFB)/Instruction to Bidders (ITB), General Conditions of Contract for Civil Works, Annexures thereto. In case of any discrepancies in the provision of this section and the provision of other documents of tender, the provisions of this section shall prevail.

SI. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.		Clause Nos. 5.0(Understanding of documents and specifications); 6.0 (Submission of Tenders); 8.0(Taxes, duties and levies); 9.0(Income tax clearance certificate); 12.0(Award of contract) and 13.0(Evaluation of comparison of tenders) of Section-II of Conditions of Contract for Civil Works, Document Code No. DC-5010-July-1992 is superseded by such clauses in ITB/IFB.
3.0		<p><u>Work Location:</u> M/s Power Grid Corporation of India Limited 400/220kV Substation, Cherottuveli village Vengodi post,Elapully,Para,Palakkad</p> <p><u>Engineer In-charge:</u> Engineer In-Charge for the subject work shall be Station In-charge POWERGRID Palakkad SS or his authorised representative will be the Engineer_x0002_in-charge for the subject work. The address of the Engineer -in-charge is as follows: M/s Power Grid Corporation of India Limited 400/220kV Substation, Cherottuveli village Vengodi post,Elapully,Para,Palakkad</p>
4.0	4.0	<p>Scope of the work: The scope of the work includes Construction of a building for TLM Office and Security Toilet at Palakkad S/S premises. For More details, please refer the Technical Specifications available in Volume-II</p>
5.0	7.0 & 66.0	<p>Price Basis: <i>The work shall be executed on a firm price basis. Hence, the clause no 66 of General conditions of contract shall not be applicable for the subject package.</i></p>
6.0	8.0	<p>The GST will be reimbursable by the Employer on the supplies made by the Contractor but limited to the tax liability on the transaction between the Employers and the Contractor.</p> <p>Unit price quoted in respect of all items in the Price schedule shall be excluding GST and however bidder shall indicate the rate of GST on these items in the separate column of the Corresponding Schedule.</p>

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		The Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has been taken into account by the Contractor
7.0	11.0	The bids submitted by the tenderer shall remain valid for a minimum period of 6 months from the date of opening of the First Envelope Bids.
8.0	14.0	<p>The following supersedes Clause No.14.0 of GCC, Vol-I.</p> <p>Contract Performance Guarantee (CPG)</p> <p>(i) As a security towards satisfactory performance of the Contract, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or</p> <p>(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either</p> <p>(i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above in favour of the Owner within 28 days from the date of Letter/Notice of award.</p> <p>The guarantee amount shall be equal to Ten Percent (10%) of the contract price (Excl GST) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in the documents. The guarantee shall be valid up to (90) days after the end of the defect liability period. The guarantee amount shall be encashed by the Owner without any condition whatsoever, in the event of defects or deficiencies which come up during the validity of the guarantee period.</p> <p>Alternatively, the contractor may opt for deduction of equal amount of 10% of total contract value from the running bill towards Security Deposit (SD).</p> <p>A pro-rata deduction at the rate of Ten Percent (10%) from the Running Bills of the contractor shall be made towards Security Deposit. This deduction shall be continued till the total amount towards Security Deposit including initial security deposit reaches Ten Percent (10%) of the Contract Price (Excl GST).</p> <p>The earnest money submitted by the contractor along with the bid/ tender in the form of DD/BG shall be treated as an initial security deposit. In case the EMD submitted is in the form of Bank Guarantee, the equivalent amount shall be additionally deducted from the first payment made to the Contractor and immediately thereafter, the Bank Guarantee towards EMD</p>

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		<p>shall be returned to the bidder. Further, in such a case, the validity of Bank Guarantee towards EMD shall be ensured till the deduction towards initial security deposit, as aforesaid, is affected.</p> <p>(ii) CPG shall be returned to the Contractor on successful completion of the works under the Contract after ninety (90) days after the end of completion of Defect Liability Period. The Bid Guarantee/ EMD furnished with the bid shall be returned to the Contractor after acceptance of CPG by POWERGRID:</p> <p>(iii) If the contractor delays submission of the Contract Performance Guarantee vis-à-vis the period specified above, then without prejudice to any other rights or remedies available with the employer, following shall also be applicable:</p> <p>a) The defect liability period under the said performance security shall stand extended and a contractor shall accordingly extend the validity of the contract Performance Security to be furnished as specified above by the period of delay over and above the period required as per the contract.</p> <p>b) Alternatively, if the contractor fails to extend the validity of the performance security, an amount @ prevailing SBI card rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount, for the period of delay shall be paid by the contractor to the employer. The employer may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the contractor under the contract.</p> <p>c) The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per contract and the date of performance security.</p> <p>d) In case the contractor fails to submit the performance security within 90 days of the notification of award, the Employer, without prejudice to any other rights or remedies it may possess under the contract, may forfeit the bid security and/or may terminate the contract.</p> <p>The above extension of Defect Liability of Period or deduction shall not relieve the contractor from any of his obligations and liabilities under the contract.</p> <p>The Employer shall be sole judge in above regard.</p>
9.0	16.0	<p>INSURANCE:</p> <p>1. Insurance such as transit insurance of materials, third party & workmen insurance, insurance of tools & tackles and plant & equipment or any other insurance more specifically detailed in Clause No.47.0 of Conditions of Contract for Civil Works, shall be arranged by the Contractor at his cost and expense.</p> <p>2. The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils and the responsibility to maintain adequate insurance</p>

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		<p>coverage at all times during the period of contract shall be of the Contractor alone. The Contractor’s failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.</p> <p>3. The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc. The Contractor shall be responsible for the safety and security of the employees of the Contractor & his Sub-contractors throughout execution of the works.</p> <p>4. All costs on account of insurance liabilities covered under the Contract will be on Contractor’s account and will be included in Contract Price.</p> <p>5. The Contractor shall at its expense take out and maintain in effect or cause to be taken out and maintained in effect, during the performance of the contract, the insurances set forth below in the sum and deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to approval of the Owner. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the contractor of his risks and liabilities under the provision of GCC Clause No.47.0. However, in such a case, the contractor shall be required to furnish to the Owner documentary evidence from the insurer in support of insurer’s inability as aforesaid.</p> <p>(a) Contractor All Risk (CAR) Policy for the civil works against loss or damage in respect of the civil works in the joint name of POWERGRID & Contractor.</p> <table border="1" data-bbox="553 1297 1531 1665"> <thead> <tr> <th data-bbox="553 1297 768 1371">Sum to be insured</th> <th data-bbox="768 1297 982 1371">Deductible limits</th> <th data-bbox="982 1297 1211 1371">Parties insured</th> <th data-bbox="1211 1297 1360 1371">From</th> <th data-bbox="1360 1297 1531 1371">To</th> </tr> </thead> <tbody> <tr> <td data-bbox="553 1371 768 1665">100% of Contract price component + Escalation cost @10%per annum of sum assured</td> <td data-bbox="768 1371 982 1665">Minimum deductibles as specified by Tariff Advisory Committee.</td> <td data-bbox="982 1371 1211 1665">Contractor/ Sub-contractor & POWERGRID</td> <td data-bbox="1211 1371 1360 1665">From date of mobilization of the work.</td> <td data-bbox="1360 1371 1531 1665">Up to date of taking over after completion.</td> </tr> </tbody> </table> <p>(b) Third Party Liability Insurance covering bodily injury or death suffered by third parties (including Owner’s personnel) and loss of or damage to property (including the property of Owner) occurring during the works.</p>	Sum to be insured	Deductible limits	Parties insured	From	To	100% of Contract price component + Escalation cost @10%per annum of sum assured	Minimum deductibles as specified by Tariff Advisory Committee.	Contractor/ Sub-contractor & POWERGRID	From date of mobilization of the work.	Up to date of taking over after completion.
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10.0	18.0	<p>Time is the essence of contract. The entire work is scheduled to be completed in all respect within 9 months from issuance of LOI/LOA.</p> <p>The contractor shall deploy sufficient Manpower, Equipment and T&P for this work to complete the work within the completion period specified above.</p>															
11.0	19.0	<p>INSPECTION: All work under or in course of execution or executed in pursuance of the Contract shall always be open to the inspection and supervision of POWERGRID or his authorized representatives.</p> <p>The work shall be subjected to the inspection by the Office of Chief Technical Examiner of the Chief Vigilance Commission (CVC), POWERGRID's Vigilance</p>															

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		cell and the Contractor shall take necessary arrangements whenever required for this inspection without any additional cost to POWERGRID.
12.0	26.0 & 61.0	<p>Material: No material shall be supplied by POWERGRID under this contract and the bidder should accordingly quote rates. Item rates for all the items shall include cost of all material. Therefore, the provisions of relating to Owner Supplied Material in the Conditions of Contract for Civil Works stand superseded.</p> <p>Water Supply: Provision of Water shall be as per the relevant provision of the Condition of Contract for Civil Works. POWERGRID will provide point for water connection, but during shortage of water the agency must arrange water tankers at his own cost, no payment shall be made for this.</p> <p>Power supply: In case available, it shall be provided on a chargeable basis. The charges shall at the prevailing tariff rate of State Electricity be Board as prevalent for the nature of work at the work site at the time of award of work.</p>
13.0	29.0	<p>Replace the existing provision with the following:</p> <p>I. The Contractor shall be responsible for the safety during all activities at the Site.</p> <p>II. The Contractor shall:</p> <ol style="list-style-type: none"> a. comply with all applicable safety regulations and Laws; b. comply with all applicable safety obligations specified in the Contract; c. ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor's workmen /employees shall also be considered as the Contractor's employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor. <p>III. All equipment (machineries/ lifting T&Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated /used and maintained by the Contractor in accordance with manufacturer's Operation Manual /safety instructions and as per guidelines /rules of Employer in this regard.</p> <p>IV. The Contractor shall not make any connection /change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer In-charge.</p> <p>V. The equipment must be declared safe by the Engineer-in-charge and a permit to work/permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.</p> <p>VI. The Contractor shall deploy fulltime Supervisor or Safety Supervisor/Steward (if deployed workmen are more than 10 at a site). He shall brief each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk).</p>

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		<p>In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/steward for above works.</p> <p>VII. In case of any accident-</p> <p>a. The Contractor shall promptly inform the Engineer-in-charge and also all the authorities envisaged under the applicable laws.</p> <p>b. The Contractor shall ensure that the affected person(s) must be administered first-aid, and all efforts made to immediately shift to nearby hospital or any other such place for medical treatment. Contractor shall bear all medical expenditure for treatment of accident victim.</p> <p>VIII. POWERGRID's Engineer-in-charge or his deputed representative shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment.</p> <p>IX. It is mandatory for the Contractor to observe the following during the execution of the works:</p> <p>a. Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Agency to the staff/gang.</p> <p>b. Contractor shall procure (if required) sufficient quantity of Earthing equipment / Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID Engineer In-Charge.</p> <p>c. The Contractor shall provide standard personal protective equipment's (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer In-charge.</p> <p>d. Contractor shall provide communication facilities as per requirement i.e. Walkie - Talkie / mega-phones /mobile phone, display of flags /whistles for easy communication among workers during the activity.</p> <p>e. The gang leader /supervisor staff present on the ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phones.</p> <p>f. Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, and maintained in a clean and sanitary condition with proper toilet facilities.</p> <p>g. First-aid box should be available at site.</p> <p>X. The Contractor shall provide safe working conditions to all workmen and potable / safe drinking water for workers at site /at camp with required hygiene and sanitation.</p> <p>XI. The Contractor shall submit the following documents to the Engineer In-Charge before deployment of manpower (or) before start of work:</p> <p>a. Safe work procedure for each activity to be prepared by the Agency and to be submitted to the Engineer in-charge.</p> <p>b. Safety Policy/ Safety Document of the Contractor's company.</p> <p>c. Contractor shall also submit list of identified emergency facilities available at nearby site.</p> <p>d. Health checkup of all workers from competent agencies/ departments before deployment at site.</p>

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		<p>e. Documentary evidence regarding compliance with various statutory requirements i.e. License's (Labor license, electrical license, explosive etc.), certificates & registration's (BOCW), Insurance (WC policy/ ESIC, public liability etc.)</p> <p>XII. In case of accidents, the following methodology will be adopted:</p> <p>a. In case of first fatal accident at the site (or adjacent thereto) of bidder during financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 06 months reckoned from the date of the first fatal accident.</p> <p>b. Subsequent to bidder's involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later.</p> <p>c. For every subsequent fatal accident in the same financial year bids shall be considered non-responsive in the manner as above for an additional 12-month period. This period shall however, in sequence to and shall commence after expiry of non-responsiveness period on account of earlier accidents.</p> <p>d. the non-responsiveness period shall be irrespective of financial years and shall be in sequence to expiry of earlier non-responsiveness period.</p> <p>XIII. Notwithstanding the above, if the original contract price is above Z1 crore, the Contractor shall also be responsible for payment of a sum as indicated below to be deposited in the "Safety Corpus Fund".</p> <table border="1" data-bbox="553 1157 1458 1646"> <tbody> <tr> <td data-bbox="553 1157 613 1304">a</td> <td data-bbox="613 1157 1101 1304">Upon 1st accident causing fatal / accident Causing 25% or more permanent disablement.</td> <td data-bbox="1101 1157 1458 1304">1% of the Contract price, as Awarded.</td> </tr> <tr> <td data-bbox="553 1304 613 1436">b</td> <td data-bbox="613 1304 1101 1436">Upon 2nd accident causing fatal / accident causing 25% or more permanent disablement.</td> <td data-bbox="1101 1304 1458 1436">2% of the Contract price, as Awarded.</td> </tr> <tr> <td data-bbox="553 1436 613 1646">c</td> <td data-bbox="613 1436 1101 1646">Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2nd accident.</td> <td data-bbox="1101 1436 1458 1646">3% of the Contract price, as Awarded.</td> </tr> </tbody> </table> <p>For the purpose of recovery under this clause, the count of accident shall be package wise. The amount deposited in Safety Corpus fund shall be utilized for general safety awareness for contract workers across POWERGRID (owned as well as consultancy). GST, if any, applicable on recoveries as mentioned in this clause, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.</p>	a	Upon 1st accident causing fatal / accident Causing 25% or more permanent disablement.	1% of the Contract price, as Awarded.	b	Upon 2nd accident causing fatal / accident causing 25% or more permanent disablement.	2% of the Contract price, as Awarded.	c	Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2nd accident.	3% of the Contract price, as Awarded.
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		<p>XIV. Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.</p>
14.0	44.0	<p>If the Contractor fails to comply with the completion Schedule in accordance with Clause GCC 18.0 then the contractor shall pay to the Purchaser a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price payable thereon for the whole of facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which separate time for completion is agreed) subject to the limit of Five Percent (5%) of Contract Price payable thereon for the whole of the facilities, (or a part for which separate time for completion is agreed).</p> <p>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default. The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. No Bonus will be given for earlier Completion of the facilities or part thereof.</p>
15.0	46.0	<p>The defect liability period shall be 12 months from the date of taking over of work by POWERGRID and issuance of Taking Over Certificate in accordance with Clause No. 46.0 of GCC, Vol-I.</p>
16.0	64.0	<p>Terms of Payment</p> <p>Pro – rata payment for the works completed shall be released from PPPFC Dept, RHQ, Bangalore against completion of work in full as instructed by the Engineer in Charge. The bills for payment shall be submitted to Engineer In-charge. Or successful completion of work and certification by Engineer In-charge, payment shall be released by E-payment mode for which the contractor has to register in POWERGRID website as a vendor and all requisite detail shall be furnished.</p> <p>Mode of Payment:</p>

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		<p>All the payment shall be released in Indian Rupees directly through E-payment for which bidder shall provide the details in format at Attachment-14 of Techno-Commercial Bid. No advance shall be entertained on mobilization of men & materials.</p> <p>Terms & Procedures of Payment</p> <ol style="list-style-type: none"> 1. Payments shall be released by PPPFC, Bangalore. Bills along with all details of measurement sheets shall be submitted by the contractor as per the provisions of Conditions of Contract for Civil Works Clause No. 64.0. Payment for the work will be regulated in accordance with the above Clause of Conditions of Contract for Civil Works. 2. Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POWERGRID shall affect TDS as per the rules / statutory requirements and issue TDS certificate. 3. The reimbursement of GST shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications etc as notified by the Government in this regard Owner's GSTIN number in each state/UT is published on the Owner's company website https://www.powergridindia.com. While raising invoice for Supply of Services, the Contractor shall invoice the Owner using the GSTIN of Owner in the state/UT in which the service or part thereof is to be rendered. 4. All the payments to be made directly to the contractor under the contract shall be made by POWERGRID through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract. However, request for payment to be released through cheque shall be considered on case-to-case basis and on the merits of the same. 5. POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India limited) M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A. TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for Payment. 6. Payment Tracking <p>The contractor may track the status of its bills using POWERGRID's 'On-line Bill Tracking' system. To use this system, the contractor is required to get itself registered once online at POWERGRID's website - 'www.powergridindia.com' for 'Online Bill Tracking' System contained in 'Quick Link' section of the website. Pursuant to validation of the online registration and activation of the user id by POWERGRID, the Contractor may track status of bills passed and paid by POWERGRID's Corporate Center and Regional Office under this Contract and other Contracts awarded on it by POWERGRID.</p>

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17.0	67.0	Subject to availability of funds and if required by the contractor, loans will be given as per the provisions of clause no. 67.0 of Conditions of Contract for Civil Works (Doc No. DC-5010 July1992), read along with Amendment to Conditions of Contract for Civil Works. The rate of interest on the outstanding amount shall be 200 basis Points (BPS) above one-year MCLR rate published by State Bank of India prevailing as on date of loan. Further Contractor shall require furnishing a Bank Guarantee for 110% (one hundred ten percent) of Loan amount from a Bank as acceptable the Employer.
18.0	69.0	<p>For the purpose of clause titled "Arbitration and Laws" and Laws and Jurisdiction of Contract" the Clause No.69 and 70 of General Conditions of Contract for civil works shall be applicable. However, therein the wordings "Indian Arbitration Act 1940" shall be replaced by the wordings "Arbitration and Conciliation Act 1996".</p> <p>The arbitration shall be conducted by a Sole Arbitrator. The Sole Arbitrator shall be chosen from a panel of empanelled Arbitrators (retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/High Court Judges).</p> <p>In case of invocation of arbitration by POWERGRID, POWERGRID shall within 30 days send a list of names of three Arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator" which will be confirmed by POWERGRID, and matter will be referred to such appointed Arbitrator for further arbitration proceedings. In case of invocation of arbitration by Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ choose from the list of Arbitrators available on POWERGRID's website and the contractor shall within 30 days, select any one Arbitrator form the above to act as "Sole Arbitrator" which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.</p> <p>If the parties fail to appoint Sole Arbitrator within 60 days after receipt notice from the other party invoking arbitration, the appointment of Sole Arbitrator shall be done by the Courts as per the provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications thereof.</p> <p>The cost of arbitral proceedings inter-alia including the Arbitrator's fee, logistic and any other charges shall be equally shared by both parties. In case Sole Arbitrator, the fees to be paid to Sole arbitrator shall be as per the terms of empanelment in POWERGRID.</p> <p>The decision of Sole Arbitrator shall be final and binding upon the parties. In event of any of the Sole Arbitrator dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another Sole Arbitrator in place of outgoing arbitrator.</p> <p>The venue of arbitration shall be Bangalore. The court of Bangalore shall have exclusive jurisdiction in all matters arising out of the contract.</p>

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19.	Left over Materials	<p>It shall be the responsibility of the Contractor to take back the left-over materials, if any, arranged and transported by him and clear the site within 30 days of completion of works at site to Engineer-in-Charge. Beyond this period, the Owner shall have the right to dispose of these materials for clearing the site in a manner as deemed fit at the risk and cost of the Contractor without serving him any notice in this regard.</p> <p>Before taking out any surplus material reconciliation of materials shall be submitted by the contractor for approval.</p>
20.	General	<ol style="list-style-type: none"> 1. The contractor will have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by the Government applicable to Project Site. He shall also be responsible for observance of Labour Regulations in respect of Labour Welfare. 2. Labour licence, under the relevant act, shall be obtained by the Contractor and a copy of the same shall be submitted to the Engineer-in-Charge. 3. No child below the age of 18 should be employed for the work. 4. The contractor shall stand committed to comply all requirements of social accountability Standards i.e. SA8000 (latest standard available at www.sa-intl.org) and maintain necessary records. 5. Contractor should have valid PF registration for the staff working with them. Documentary proof in this regard needs to be submitted along with tender document. Tender without this documentary proof have risk of rejection. 6. The Contractor should have registration laid GST registration and the bidder shall submit Documentary proof in this regard needs to be submitted along with tender document. Tender without this documentary proof have risk of rejection. 7. The successful bidder shall be required to submit a detailed programme of work to Engineer – in - Charge who will be at liberty to suggest modification / corrections keeping in view the priority of work to be undertaken. 8. POWERGRID will not entertain any sort of legal obligation compensation etc., arising out of acts of mishaps or carelessness on the part of the contractor or his staff during the execution of the work.
21.		<p><u>Additions / Deletions / Substitutions to Conditions of Contract for Civil Works Clauses</u></p> <ol style="list-style-type: none"> 1. The words 'Bid' or 'Offer' shall have the same meaning as the word 'Tender'. These words have been used interchangeably and shall carry the same meaning. 2. The words 'Bidding Documents' or 'NIT Documents' shall have the same meaning as the words 'Tender Documents'. These words/expressions have been used interchangeably and shall carry the same meaning. 3. The word 'Bidder' shall have the same meaning as the word 'Tenderer'. These words have been used interchangeably and shall carry the same meaning.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>4. Conditions of Contract for Civil Works Clause 27.0 titled 'Owner supplied materials' stands deleted.</p> <p>5. Conditions of Contract for Civil Works Clause 58.0 titled 'Training of Apprentices' stands deleted.</p> <p>6. Conditions of Contract for Civil Works Clause 66.0 titled 'Contract Price Adjustment' stands superseded by Clause 5.0 of this SCC.</p> <p>7. Annexure-A of Conditions of Contract for Civil Works ('TENDER') stands replaced by 'BID FORM' attached herewith.</p> <p>8. Annexure-C (Schedule-B) of Conditions of Contract for Civil Works stands deleted.</p> <p>9. Annexure-D of (Tools and Plant to be hired to the Contractor) is not applicable.</p> <p>10. Annexure-H of Conditions of Contract for Civil Works (Form of Bank Guarantee for removal of Plant & Equipment from Site) stands deleted.</p> <p>11. Annexure-N of Conditions of Contract for Civil Works (Form of Bank Guarantee for Owner Issue Material) is not applicable.</p> <p>12. Annexure-O of Conditions of Contract for Civil Works (Letter of Undertaking to be given by Contractor while furnishing the Bank Guarantee for Owner Issue Material) is not applicable.</p> <p>13. Annexure-P of Conditions of Contract for Civil Works (Proforma for Material Accounting) is not applicable.</p> <p>14. Annexure-B of GCC, 'Schedule-A' shall be replaced by Annexure-A(SCC).</p>
22.		<p>OTHER REQUIREMENTS</p> <p>a) Some restrictions may be imposed by the security staff on security grounds on the working and/or movement of labour, materials, etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.</p> <p>b) While executing the contract, the contractor shall stand committed to comply with all requirements of Social Accountability Standards i.e. SA8000 (latest Standard available at www.sa-intl.org) and maintain the necessary records</p> <p>c) Bidder/Contractor shall keep all the knowledge and information not within the public domain which may be acquired during the carrying out of this assignment, strictly confidential for all time and for all purpose.</p>
23.0	22.2 of GCC	<p>QUANTITY VARIATION: During the execution of the contract, POWERGRID reserves the right to increase or decrease the quantities of the items under the contract but without any change in the base unit price identified in the contract, and other terms and conditions without any limit for individual items. However, the total variation shall be limited to +/- 15% of contract price including Taxes.</p>
24.0	Any other conditions specific to the	<p>FIELD QUALITY PLAN: The Contractor at no extra cost to POWERGRID shall arrange all tests on materials and finished products, required as per the tender documents and Standard Field Quality Plans of POWERGRID applicable for the work. The</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
	subject contract	rates quoted shall be inclusive of all the tests and nothing shall be paid extra on account of this (ref doc: C/FQA/SFQP/SITE-CIVIL-2012 Rev 05 dt.10.07.2024)

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