SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data for **Construction of 765/400 kV ICT & 765 kV Bays including SPR Rooms, common facilities for the augmentation portion of 765/400/220kV Koppal-II PS under "System strengthening at Koppal-II and Gadag-II for integration of RE generation projects" under SR-II.** **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), BDS, 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.

Sl. 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comparison of tenders) of Section-II of Conditions of Contract for Civil Works, Document Code No. DC–5010–July–1992 is superseded by such clauses in ITB/IFB.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		**Location:** **Power Grid Corporation of India Ltd. 765/400/220 kV Koppal Pooling Station, Lakmanagule Village, Vanageri-Post, Yelburga taluk, Koppal District, Karnataka-583237.**
4.0	**4.0**	**Scope of the work:** The scope of the work includes Construction of 765/400 kV ICT & 765 kV Bays including SPR Rooms, common facilities for the augmentation portion of 765/400/220kV Koppal-II PS under "System strengthening at Koppal-II and Gadag-II for integration of RE generation projects" under SR-II.. For more details, Please refer Volume-II.
5.0	**7.0 & 66.0**	**Price Basis: The work shall be executed on firm price basis. Hence, the clause no 66 of General conditions of contract shall not be applicable for the subject package.** The rates quoted by the bidder shall include: Cost for all leads and lifts unless otherwise specified. Cost for mobilization of all men and materials as required for completion of the entire scope of works. Cost towards head loading of materials if required / any other means of transportation of materials if required, for shifting of materials to the work site / location.

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		Cost towards Loading / unloading of materials, Storage of materials at work site. Cost towards any other special T&Ps / vehicle such as JCB or tractor or motorized compressor drilling machine etc., as required for expediting the works and successful completion of the works. Cost of testing materials in line with the POWERGRID SFQP. Cost of site arrangement, overheads, insurance (Storage cum erection / Work men compensation insurance as required), whatsoever, as stipulated in the bidding documents for the total scope / completion of the works. Necessary lab tests and field tests shall be carried out in 3rd party approved lab and some site tests. No extra shall be paid for testing. Rates quoted are deemed to include these costs. The men engaged for the subject works shall have to ensure / adhere to all safety rules /guidelines of POWERGRID. They shall have to be provided with necessary tools, scaffoldings, safety belts / ropes, helmets, eye googles, Gum boots / Gloves, Dust mask, other safety gadgets as required for safe execution of the works. A first aid kit has to be made available with all required contents at the work site by the contractor. The work shall be executed as per the safety rules / norms of POWERGRID. The contractor should plan & coordinate the movements of men and materials and also ensure that movement of his labour is restricted to his area of work. The work shall be executed in accordance with Bill of quantities and latest CPWD Specifications 2019 for civil works. In respect of non-scheduled items, works shall be executed as per best practices.
6.0	**8.0**	**Taxes, Duties & Levies:** The GST will be reimbursable by the Employer on the Supplies/ Works made by the Contractor but limited to the tax liability on the transaction between the Employers and the Contractor. 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. 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.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
7.0	**11.0**	**EFFECT AND VALIDITY OF TENDERS:** The bids submitted by the tenderer shall remain valid for a minimum period of **03 months from the date of opening of the First Envelope Bids**
8.0	14.0	**The following supersedes the Clause No.14.0 of GCC, Vol-I.** **Contract Performance Guarantee (CPG)** The performance security shall at the contractor's option, be in the form of crossed bank draft / pay order/ banker certified cheque in favour of Employer as stipulated in SCC in from of unconditional Bank Guarantee / Insurance Surety Bond attached hereto in the Section VI – Sample Form and Procedures. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). (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 (a) by a Public Sector Bank located in India, or (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of ₹.1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or (c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above in favour of the Owner within 28 days from the date of Letter/Notice of award. The guaranteed amount shall be equal to **Ten percent (10%)** of the contract price (base value excluding 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 upto (90) days after the end of defect liability period. The guaranteed 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.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The earnest money submitted by the contractor along with the bid/ tender in the form of DD/BG shall be treated as 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 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. (ii) CPG shall be returned to the Contractor after ninety (90) days of the successful completion of Defect Liability Period of the works under the Contract. The Bid Guarantee/ EMD furnished with the bid shall be returned to the Contractor after acceptance of CPG by POWERGRID. (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: 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. 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 contractor under the contract. 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. **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**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		possess under the contract, may forfeit the bid security and/or may terminate the contract. 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. OR (iv) Pro-rata deduction at the rate of ten percent (10%) (base value excluding GST) from the Running Bill(s) of the contractor shall be made towards Security Deposit (SD). The earnest money submitted by the contractor along with the bid/ tender shall be treated as 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 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. These deductions (including the initial Security Deposit) shall be continued till the total amount towards Security Deposit reaches ten percent (10%) (base value excluding GST) of the Contract Price (Excl of GST). The Employer shall be sole judge in above regard.
9.0	16.0 & 47.0	**INSURANCE:** 1.Insurance such as third party & workmen Compensation 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. 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 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. 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,

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<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
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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.

4. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and should be included in Contract Price.

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.

(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.

<table>
<tr><th>Sum to be insured</th><th>Deductible limits</th><th>Parties insured</th><th>From</th><th>To</th></tr>
<tr><td>100% of Contract price component + Escalation cost @10%per annum of sum assured</td><td>Minimum deductibles as specified by Tariff Advisory Committee.</td><td>Contractor/ Sub-contractor& POWERGRID</td><td>From date of mobilisation of the work.</td><td>Up to date of taking over after completion.</td></tr>
</table>

(b) Third Party Liability Insurance covering bodily injury or death suffered by third parties (including Owner's personnel) and loss
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<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td></td><td></td><td>
of or damage to property (including the property of Owner) occurring during the works.
<table>
<tr><th>Sum to be insured</th><th>Deductible limits</th><th>Parties insured</th><th>From</th><th>To</th></tr>
<tr><td>The third-party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period.</td><td>Minimum deductibles as specified by Tariff Advisory Committee.</td><td>Contractor/Sub-contractor</td><td>From date of mobilisation of the work.</td><td>Up to date of taking over after completion.</td></tr>
</table>
(c) Automobile Liability Insurance covering use of all vehicles used by the contractor or its sub-contractors (whether Owned or not owned by them) in connection with the works. Each vehicle shall be insured under Comprehensive Motor Vehicle Insurance policy as per Motor Vehicle Act.
(d) Workmen Compensation Insurance:
In accordance with the statutory requirements applicable in India, the insurance cover shall be extended to indemnify the Owner for the Owner's statutory liability to persons employed by the contractor. The policy shall be effective from the date of Mobilisation upto the date of taking over.
</td></tr>
<tr><td>10.0</td><td>18.0</td><td>
TIME THE ESSENCE OF CONTRACT:
The entire works shall be completed in all respect within 6 months from the date of issue of Letter of Intimation of Award (LOI).
<table>
<tr><th>Name of the Element</th><th>Details of Bays to be completed with in the scheduled period</th><th>Schedule for completion –in Months from Date of LOI.</th></tr>
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<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
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<table>
<tr><th></th><th>765 / 400 kV ICTs</th><th>765 kV ICT bays</th><th></th></tr>
<tr><td>765/400 kV ICTs – 03 nos & 765 kV ICT Bays - 03 nos at Koppal along with common facilities.</td><td>03 nos</td><td>03 nos</td><td>6 months</td></tr>
</table>
The contractor shall deploy sufficient Manpower, Equipment and T&P for this work to complete the work within the completion period specified above.
</td></tr>
<tr><td>11.0</td><td>21.2</td><td>Clause 21.2 modified as follows:
In case there is conflict in interpretation of clauses amongst various documents of the Contract, the following order of precedence will be followed:
1) Notification of Award/ Letter of Award
2) Description in the Bill of Quantities
3) Special Conditions of Contract
4) Technical Specifications.
5) Good for construction Drawings.
6) General Conditions of Contract.
7) CPWD Specification, latest.
8) IS Specifications.</td></tr>
<tr><td>12.0</td><td>22.0</td><td>DEVIATIONS/VARIATIONS EXTENT & PRICING:
The extent of deviation and variations and pricing shall be as per the provisions of clause 22 of GCC, Vol. I.
For the items above ground level, the rates shall remain valid upto a variation of 25% in the quantity of individual items and for items below ground, the above limit is 100% for individual items. However, the limit of deviations for overall contract value shall be ±25%.</td></tr>
<tr><td>13.0</td><td>22.2 (iii)</td><td>GCC clause 22.2 (iii) is replaced with following:
If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub paras (i) and (ii) above, then such item of work shall be carried out at the rate entered in the Schedule of Rates mentioned in Annexure-A to SCC.</td></tr>
<tr><td>14.0</td><td>26.0</td><td>Supplementing Clause 26.0 with the following:</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Material: All the materials required for completion of the work in all respect shall be arranged by the contractor and got approved by Engineer In-charge before incorporation in works. Therefore the provisions of relating to Owner Supplied Material in the Conditions of Contract for Civil Works stand superseded. No material is allowed to be taken out of POWERGRID premises without proper gate pass. All the bought out items for civil works such as Cement, sand Metal, Reinforcement steel etc shall be purchased from POWERGRID approved sources only. The Contractor shall obtain approval from Engineer In-charge for the use of materials and brands of the materials. Supply of all materials including Cement, Reinforcement and Structural steel for the works is in the scope of contractor. The contractor must establish covered storage space of sufficient capacity at the site for cement to meet the progress requirement in consultation with Engineer In – Charge. PWERGRID shall provide the space within the premise as per requirement. The supply, stacking and storage for cement and other materials shall be in line with relevant CPWD specification, IS codes and /or as per the best practice. The store operations shall be with double lock system of contractor / POWERGRID as directed by Engineer In-charge. The Contractor shall provide necessary sheds of adequate dimensions for storage and protection of all construction materials and equipments including tools and equipment which are likely to deteriorate by the action of sun, wind and rain or other natural causes due to exposure in the open. For cement the contractor shall arrange for leak proof godown of sufficient size to store not less than 50MT of cement. Storage of all materials shall be as per manufacturers advice and industry practice. All materials, which are stored on the site such as Cement Blocks, bricks, aggregates etc., shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials. The stores shall be maintained neatly, and materials shall not be thrown at several places randomly.

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		All temporary structures like sheds shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Engineer-in-Charge. The work should be executed strictly as per instructions of Engineer In-charge and as per the specifications given in the Bill of Quantities. The excavated earth/material shall be disposed to the area specified by the Engineer In-charge. All bought out items shall be POWERGRID's approved brands and samples of all materials required for construction shall be submitted for approval of the Engineer In-charge prior to placing the order for bulk procurement.
15.0	27.0	**OWNER SUPPLIED MATERIALS** **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.
16.0	29.0	**Include the following clause:** **Site Regulations and Safety** Safety provisions for Regional / Site awarded Packages (Other than manpower supply packages) as per Circular No. 05/203 is applicable and enclosed at Vol-II.
17.0	38.0 & 41.0	**Include the following clause:** **INSPECTION AND APPROVAL & UNCOVERING AND MAKING GOOD:** All work under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of POWERGRID or his authorized representatives. The work shall be subjected to the inspection by the Office of Chief Technical Examiner of the Chief Vigilance Commission (CVC), POWERGRID's Vigilance cell and the Contractor shall take necessary arrangements whenever required for this inspection without any additional cost to POWERGRID.
18.0	39.0	**Add following clause to 39.0** The contractor shall submit a detailed schedule indicating

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		commencement & completion of various sub items of works & supplies for approval of Engineer in charge, within 15 days from the date of placement of award. The Contractor shall also furnish weekly progress reports duly indicating the schedules and achievement in the form as decided by Engineer in Charge. Necessary Photographs also shall be submitted as part of Progress Report. Approved schedule shall be the basis for monitoring the progress of work. The Contractors shall assess and reassess the progress of work done and take corrective measures for making out any deficiency.
19.0	43.2	**Add clause 43.2:** Preparation of building for occupation and use on completion: The contractor shall immediately after completion of the work clear the site of all debris and left over materials at his own expense to the entire satisfaction of the Engineer-in-Charge. Before taking out any surplus material reconciliation of materials shall be submitted by the contractor for approval. The whole of the work shall be thoroughly inspected by the Contractor and all deficiencies and defects put right. On completion of such inspection, the Contractor shall inform the Engineer-in-Charge in writing that he has finished the work and it is ready for the Architect/Civil Engineers inspection. The contractor shall submit all manuals for operation and maintenance of the building.
20.0	44.0	**LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR:** If the Contractor fails to comply with the completion Schedule in accordance with Clause GCC 18.0 & SCC Sl. No.10, then the contractor shall pay to the owner a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price 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 **5% of Contract**

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		Price payable thereon for the whole of the facilities, (or a part for which separate time for completion is agreed)**.** 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 owner 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 Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. No Bonus will be given for earlier Completion of the facilities or part thereof.
21.0	46.0	**DEFECTS LIABILITY PERIOD** The defect liability period shall be **12 months from certified date of completion/the date of taking over** of work by POWERGRID. Issuance of Taking Over Certificate in accordance with Clause No. 46.0 of GCC, Vol-I.
18.0	54.1	**Add Sub-clause k)** **k)** if the Contractor, in the judgment of the Employer has violated the 'Code of Integrity for Public Procurement' attached as Appendix-II to the Special Conditions of Contract, in competing for or in executing the Contract. In persuasions to its policy for 'Code of Integrity for Public Procurement', the Employer will take appropriate measures in line with the above policy if it determines that the firm has, directly or through an agent, violated this Code of Integrity in competing for or in executing, the contract in question.
22.0	59.0	SUPPLY OF UNFILTERED WATER FOR CONSTRUCTION PURPOSES ONLY: Due to huge requirement of water for various works of the owner, construction water supply to the contractor shall not be provided by the owner. The contractor shall have to make his own arrangement for water supply for construction and other purpose. However, owner may permit the contractor to drill bore well within the site at suitable location

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		approved by Engineer-in-charge. The contractor has to install and maintain the pump and other installations required at his own cost.
23.0	60.0	**LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP ETC.:** Following clause is added: Necessary land for stores and open space for material storage within the Project area shall be provided by POWERGRID in its natural state. The contractor shall submit details of his Temporary construction office within the project site for approval of Engineer In-charge. Accommodation of Contractor's employees and workmen shall be arranged by the Contractor on his own outside the premises of the owner.
24.0	61.0	**Power Supply:** The details of power demand for construction works and contractor's stores & offices and utilities shall be intimated to the owner who shall provide Construction power on chargeable basis at a single point if available. All further distribution from this point shall be made by the contractor. Necessary metering system shall be provided by the Contractor as per the state electricity regulations. The energy rates of respective State Electricity Supply Company shall be applicable. Electricity shall be supplied at standard voltage i.e 3 phase - 440volts/50cycles and single phase – 230volts/50 cycles. Uninterrupted Power supply is not assured by the Owner. The Contractor shall mobilize and operate Diesel Generator of requisite capacity at his own cost as standby in case of failure of power supply and ensure that work progress is not affected. Owner in no case shall be responsible for any delay in works due to non availability of power. The contractor shall at his own cost provide and install all necessary transformers, switchgear, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of work. The contractor shall take all necessary precautions for safety and protection as per IE rules
25.0	64.0	**Terms of Payment** Progressive payment shall be released from POWERGRID Payment Processing and Facilitation Centre (PPPFC), Bangalore against JMCs of

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		work as instructed by the Officer In-charge. The bills for payment shall be submitted to officer in-charge. On certification by officer 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. **Mode of Payment:** 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. **Terms & Procedures of Payment** 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

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		availed by Micro, Small and Medium Enterprises (MSMEs) for Payment. 6. Payment Tracking:- 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.vendor.powergrid.in' for 'Submitting invoice and Online Bill Tracking'. 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 Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID.
26.0	**67.0**	**Loans:** 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 to furnish a Bank Guarantee for 110% (one hundred ten percent) of Loan amount from a Bank as acceptable the Employer.
27.0	**69.0**	**GCC Clause 69.0 is modified as follows:** **69.1 Settlement of Disputes:** 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, to the extent possible, amicably by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.

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The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration/Conciliation within thirty (30) days of such decision/instruction.
In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration/Conciliation, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.
In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration/Conciliation, he shall notify such intention to the Contractor.
All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration/conciliation in the manner provided herein below.

The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.
<u>Sole Arbitration</u>
The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:
<table>
<tr><th>Sl no:</th><th>Claim amount</th><th>Work Experience/ Qualifications</th></tr>
<tr><td>1</td><td>< Rs. 10 Crore</td><td>Sole arbitrator- Retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/ High Court Judges.</td></tr>
<tr><td>2</td><td>Rs.10 Crore- Rs.25 Crore</td><td>Sole arbitrator- Retired High</td></tr>
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Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<table><tr><td></td><td></td><td>Court/Supreme Court Judges</td></tr></table> (a) In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 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. (b) In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID's website, and the contractor shall, within 30 days, select any one Arbitrator from 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. If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. <u>Three member arbitral tribunal</u> The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

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		The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties. In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bengaluru. The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator. Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
28.0	**GCC 70**	The venue of arbitration shall be Bangalore. The court of Bangalore shall have exclusive jurisdiction in all matters arising out of the contract.
29.0	GCC New Clause	Add new Clause GCC 71

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		The mechanism of Dispute resolution through conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1Cr. The settlement of Disputes through conciliation mechanism shall be done by the Conciliation committee of Independent Experts (CCIE) constitute by Ministry of Power, Govt. of India as per the procedure outlined in its OM dated 29.12.2021 as detailed herein below and its subsequent amendments/notifications(if any). Each member of CCIE would be paid a sum of Rs.50,000/- as sitting fee per sitting. In addition, Rs.5,000/- per sitting will be paid for local transport charges for each day of proceeding, The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of the Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, will be paid as provided for each day of sitting beyond the 5 sittings. The CCIE shall hold day to day sitting at the Headquarters of the Employer or New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of the work. All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliation, 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. The procedure of CCIE shall bot be treated as alternate arbitration proceedings where both parties come with statement of claims/defense, arguments/counter arguments , rejoinders, written submission etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties,. Hence, the parties are expected to the brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement. The standard Operating Procedure for the conciliation mechanism shall be as follows:

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		(i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute. (ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally. (iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA). (iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. (v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail. (vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. (vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and 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. (viii) In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to **Arbitration proceedings or** the laid down legal process of Courts. In cases of disputes pending before the Arbitration Tribunals or the Courts, both the parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee,

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		upon which the Committee shall proceed to examine such reference(s). **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. However, the parties may resume the Arbitration proceedings or take recourse to any other legal remedies in the event of the conciliation proceedings not being successful.** During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
30.0	GCC 72. **Section-IV: GCC**	**Add new Clause GCC clause 72. in Section-V (SCC):** **43.0 POWERGRID Whistle Blower and Fraud Prevention Policy** The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies. **The Contractor along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.**
31.0	**Left over Materials**	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 off 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. Before taking out any surplus material reconciliation of materials shall be submitted by the contractor for approval.

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32.0	**General**	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. 9. All the work shall be executed in accordance with BOQ, Technical specification, Drawings, and special conditions of contract. Separate Packages may be awarded for special works as per POWERGRID requirement. Proper engineering co-ordination of the works under this Package and also with works of other packages including preparation of co-ordination drawings to ensure co-ordination of various sub-heads, especially at the limits of this package is within the scope of this package. All Trades man shall be experienced men properly equipped with suitable tools for carrying out all the work of carpentry and joinery and other specialist trades in a first class manner and where the Engineer-in-Charge deem necessary, the

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		Contractor shall provide any such tools, special or ordinary, which are considered necessary for carrying out of the work in a proper manner. All such tradesman shall work under an experienced and properly trained Foreman, who shall be capable of reading and understanding all drawings, pertaining to this work and the Contractor shall also comply with other conditions set out in the General Conditions of the Contract.
33.0		**Additions / Deletions / Substitutions to Conditions of Contract for Civil Works Clauses** **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. **4.** Conditions of Contract for Civil Works Clause 27.0 titled 'Owner supplied materials' stands deleted. **5.** Conditions of Contract for Civil Works Clause 58.0 titled 'Training of Apprentices' stands deleted. **6.** Conditions of Contract for Civil Works Clause 66.0 titled 'Contract Price Adjustment' stands superseded by Sl. No. 5.0 of this SCC. **7.** Annexure-A of Conditions of Contract for Civil Works ('TENDER') stands replaced by 'BID FORM' attached herewith. **8.** Annexure-C (Schedule-B) of Conditions of Contract for Civil Works stands deleted. **9.** Annexure-D of (Tools and Plant to be hired to the Contractor) is not applicable. **10.** Annexure-H of Conditions of Contract for Civil Works (Form of Bank Guarantee for removal of Plant & Equipment from Site) stands deleted. **11.** Annexure-N of Conditions of Contract for Civil Works (Form of Bank Guarantee for Owner Issue Material) is not applicable.

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		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. **13.** Annexure-P of Conditions of Contract for Civil Works (Proforma for Material Accounting) is not applicable. **14.** Annexure-B of GCC, 'Schedule-A' shall be replaced by **Annexure-A(SCC)**.
34.0		**OTHER REQUIREMENTS** 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. 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 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. d) The Contractor shall provide notices and display boards as per statutory norms of the local authorities on proper supports. He will also display safety notices as per the requirement and direction of the Engineer-in-Charge. e) The Contractor shall furnish the Engineer-in-Charge with vouchers on request to prove that the materials are as specified and to indicate the rate at which the materials are purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out. f) The Contractor shall properly cover up and protect all work as per best practices throughout the duration of work until completion, particularly masonry / finish, moulding, steps, terrazzo or special floor finishes, staircase and balustrades, doors and window frames, plaster angles, lighting and sanitary fittings, glass, paint work and all finishing. g) The contractor submit detailed organization chart of the Project team and the supporting team at their quarters duly indicating the responsibilities to the owner within 7 days of placement of award.

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		Any changes in the organization set up shall be intimated within two days of its occurrence. The Experience & Qualifications of every technical member of the Project Team of the contractor shall be put up for approval of Engineer in Charge before deployment. h)
35.0	Any other conditions specific to the subject contract	**<u>Field Quality Plan</u>** 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 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) ----