

Date: 27/03/2025

<< Issued to all bidders through portal <https://etender.powergrid.in>>>

Subject: Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

Dear Sir,

- 1.0 This has reference to the Bidding Documents for the subject Package which was uploaded on the portal <https://etender.powergrid.in>.
- 2.0 Please find enclosed herewith **Clarification No.-V** to the Bidding Documents. **Clarification No.-V** shall be read in conjunction with the Bidding Documents, referred to at para 1.0 above, and shall become an integral part thereof as though it has occurred therein.
- 3.0 Save and Except for the changes brought-out in the above mentioned **Clarification No.-V** all other terms and conditions of the original Bidding Documents, shall remain unaltered.

Yours faithfully,

 Recoverable Signature

X 

Signed by: 62b8c14b-7e37-486d-a372-b50aa4c94029

A K Singh
Ch. Manager (CS)

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply
1	Price schedule (II- Sr. No 9)	245KV, 4000A, 50KA BUSBAR MODULE EXTENSION	We understood that busbar current rating for 245KV GIS is 3000A as per PGCIL (REV-05A) requirement. However existing GIS OEM have 4000A busbar rating hence they have offered 4000A busbar. For present scope of GIS, we understood that 3000A busbar rating to be consider, kindly confirm.	245KV, 4000A, 50KA BUSBAR MODULE EXTENSION is envisaged in present scope. Bidder shall quote meeting the requirement of Bidding document.
2	GCC-3.3	3.3 The supply of Mandatory Spare Parts, if any, shall be included in the Contract. Beside the aforesaid Mandatory Spares parts, the Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period of 15 years from Completion of the Facilities.	Beside the aforesaid Mandatory Spares parts, the Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period of 05 years from Completion of the Facilities. Note: We request POWERGRID to accept our deviation for 5 years	Bidder's request cannot be accommodated at this stage. Provisions of Bidding Documents shall remain unchanged.
3	GCC-5.3	The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 6.3 hereof and that are necessary for the performance of the Contract.	Not Applicable- Domestic Project. Request POWERGRID to confirm/comment.	These provisions are applicable for Domestic projects also inter-alia including the subject package.
4	GCC-10.3	In respect of supply of goods to the Employer by the Contractor, the EXW price is inclusive of all cost as well as duties and tax (viz., custom duties & levies, duties, <u>GST</u> etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant & Equipment.	This clause is in contradiction with Clause 10.4 mentioned in GCC. In said clause, it is explicitly stated that <u>"Ex-works price for the supply of goods & services by the Contractor is excluding GST, if any, payable"</u> . Request POWERGRID to check for correctness of clause.	Please note that Clause 10.3 inter alia states that EXW price is inclusive of all cost interalia including GST, paid or payable on component, raw materials etc. whereas Clause 10.4 inter alia states that EXW price for the supply of goods is excluding GST.

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply
5	GCC-12	<p>Confidential Information</p> <p>12.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 12.</p>	<p><u>Additional Proposed</u></p> <p>Employer and the Contractor shall comply with the statutory provisions relating to protection of personal data. The Employer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable Contractor to perform the Works without any breach of law. The Employer is advised to take appropriate measures – as far as possible – to prevent access of Contractor to personal data or trade secrets of the Employer while providing the Works. In the event that it cannot be prevented that Contractor is granted access to personal data of the Employer, the Employer is obliged to inform Contractor in due time before the Works are performed. The Employer and Contractor shall then agree on the actions to be taken.</p> <p>Request POWERGRID to confirm/clarify the above.</p>	<p>The provisions outlined in the bidding documents comprehensively cover all relevant aspects in regard to "Confidential Information". Therefore provisions of Bidding Documents shall remain unchanged.</p>
6	GCC-18.3.3.4	<p>Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Project Manager. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.</p>	<p>Please check and confirm whether any petroleum products or petroleum mixtures and explosives work involved in project.</p> <p>In case of "No", please remove this clause.</p> <p>In case of "Yes", then the Employer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable Contractor to perform the Works without any breach of law.</p> <p><u>Additional Proposed:</u></p> <ol style="list-style-type: none"> 1. The Employer acknowledges that Works on Site may generate and/or uncover hazardous waste which is subject to specific legal or regulatory requirements under applicable laws "hazardous materials" or "hazardous waste". 2. If Contractor discovers hazardous materials (including asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions which have an adverse effect on the Works, the Employer shall be liable for any required remediation and shall also reimburse Contractor for any reasonable additional costs and expenses. The Employer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws. 3. Contractor shall comply with the Employer's site rules and regulations when performing Works on Site, provided that the Employer informs Contractor, in writing, of all relevant site rules and regulations in force at the premises within a reasonable period of time prior to performance of the Works on Site. 	<p>Bidders are requested to refer the Technical specification and BoQ carefully. The provisions outlined in the bidding documents comprehensively cover all relevant aspects in regard to "Safety Precautions". The provisions of Bidding Documents shall remain unchanged.</p>

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply						
			<p>4. Contractor shall not be obliged to provide the Works on Site in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall be taken by the Employer, at no cost to Contractor, before the Works on Site commence and shall be maintained by the Employer during Contractor' performance of the Works on Site.</p> <p>Request POWERGRID to clarify/comment on above.</p>							
7	GCC-18.3.3.17	<p>... In case, the Contractor fails to deploy Qualified Safety Officer(s)/Safety Staff(s) under each Contract, as specified, then the Contractor shall be responsible for payment of a sum of Rs. 15,00,000/- per quarter till the Safety Officer(s)/Safety Staff(s) is deployed, to be deposited with the Employer, which will be retained in the Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.</p>	<p>In case, the Contractor fails to deploy Qualified Safety Officer(s)/Safety Staff(s) under each Contract, as specified, then the Contractor shall be responsible for payment of a sum of <u>mutually agreed amount between the parties</u> per quarter till the Safety Officer(s)/Safety Staff(s) is deployed, to be deposited with the Employer, which will be retained in the Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.</p> <p>Request POWERGRID to comment/clarify.</p>	The provisions of Bidding Documents shall remain unchanged.						
8	GCC-18.3.3.24 & SCC 34	<p>If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, a recovery at the rate of Rs. 10,000/- per day or part thereof shall be done & deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the instructions are complied with and so certified by the Project Manager.</p>	<p>If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, a recovery at the rate <u>decided mutually between the parties</u> per day or part thereof shall be done & deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the instructions are complied with and so certified by the Project Manager.</p> <p>Request POWERGRID to comment/clarify the above.</p>	The provisions of Bidding Documents shall remain unchanged.						
9	GCC-18.3.3.24 & SCC SI No 36	<table border="1"> <tr> <td>a</td> <td>Fatal injury or accident causing death</td> <td>Rs. 15,00,000/- per person</td> </tr> <tr> <td>b</td> <td>Major injuries or accident causing 25% or more permanent disablement</td> <td>Rs. 5,00,000/- per person</td> </tr> </table>	a	Fatal injury or accident causing death	Rs. 15,00,000/- per person	b	Major injuries or accident causing 25% or more permanent disablement	Rs. 5,00,000/- per person	<p>The payment amount mentioned in GCCs to be discussed with contractor before finalization and awarding of the contract.</p> <p>Considering, contract value the amount herein stated on account of deposit in Safety Corpus Fund are very high which needs due deliberation and reconsideration.</p> <p>Request POWERGRID to comment/clarify.</p>	The provisions of Bidding Documents shall remain unchanged.
a	Fatal injury or accident causing death	Rs. 15,00,000/- per person								
b	Major injuries or accident causing 25% or more permanent disablement	Rs. 5,00,000/- per person								

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply															
10	GCC-18.3.3.25 & SCC SI No 36	<table border="1"> <tr> <td>a.</td> <td>Upon 1st Fatal Accident due to negligence by the Contractor</td> <td>Rs. 50,00,000/-</td> </tr> <tr> <td>b.</td> <td>Upon 2nd Fatal Accident due to negligence by the Contractor</td> <td>Rs. 75,00,000/-</td> </tr> <tr> <td>c.</td> <td>Upon 3rd Fatal Accident due to negligence by the Contractor</td> <td>Rs. 1,00,00,000/-</td> </tr> <tr> <td>d.</td> <td>Re-occurrence of Fatal Accident even after 3rd Fatal Accident due to negligence by the Contractor</td> <td>Rs. 1,00,00,000/- per fatal accident</td> </tr> <tr> <td>e.</td> <td>Tower Collapse leading to more than one (01) death attributable to the Contractor as per the Accident Enquiry Committee Report</td> <td>Rs. 1,00,00,000/- per fatal accident in addition to a, b, c or d above, as applicable</td> </tr> </table>	a.	Upon 1 st Fatal Accident due to negligence by the Contractor	Rs. 50,00,000/-	b.	Upon 2 nd Fatal Accident due to negligence by the Contractor	Rs. 75,00,000/-	c.	Upon 3 rd Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/-	d.	Re-occurrence of Fatal Accident even after 3 rd Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/- per fatal accident	e.	Tower Collapse leading to more than one (01) death attributable to the Contractor as per the Accident Enquiry Committee Report	Rs. 1,00,00,000/- per fatal accident in addition to a, b, c or d above, as applicable	<p>The deposit amount mentioned in GCCs to be discussed with contractor before finalization and awarding of the contract.</p> <p>Considering, contract value the amount herein stated on account of deposit in Safety Corpus Fund are very high which needs due deliberation and reconsideration.</p> <p>Request POWERGRID to comment/clarify.</p>	The provisions of Bidding Documents shall remain unchanged.
a.	Upon 1 st Fatal Accident due to negligence by the Contractor	Rs. 50,00,000/-																	
b.	Upon 2 nd Fatal Accident due to negligence by the Contractor	Rs. 75,00,000/-																	
c.	Upon 3 rd Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/-																	
d.	Re-occurrence of Fatal Accident even after 3 rd Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/- per fatal accident																	
e.	Tower Collapse leading to more than one (01) death attributable to the Contractor as per the Accident Enquiry Committee Report	Rs. 1,00,00,000/- per fatal accident in addition to a, b, c or d above, as applicable																	
11	GCC-18.7	The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.	<p>The Contractor shall provide and maintain at <u>employer expense</u> all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.</p> <p>Request POWERGRID to comment/clarify.</p>	The provisions of Bidding Documents shall remain unchanged.															
12	GCC-21.2	If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof 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 a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer 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.	<p><u>Additional Proposed:</u> Any other liability of Contractor and any claims, rights, and remedies of the Employer in case of delay except as expressly stipulated shall be excluded, to the extent permissible by law.</p> <p>Request POWERGRID to comment/clarify.</p>	The provisions of Bidding Documents shall remain unchanged.															

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply
13	GCC-22.8.1	At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability Period.	<p>At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of <u>5 (Five)</u> years from the end of Defect Liability Period.</p> <p><u>Additional Proposed:</u></p> <p>All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.</p> <p>Request POWERGRID to comment/clarify.</p>	Provisions of Bidding Documents shall remain unchanged.
14	GCC-26	<p>26. Limitation of Liability</p> <p>26.1 Except in cases of gross negligence or willful misconduct, (a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (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 the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p>	<p><u>Additional Proposed:</u></p> <p>1. Any limitations of liability set forth in this Contract shall also apply for the benefit of Contractor' Affiliates, subcontractors, employees, agents or any other person acting for Contractor.</p> <p>2. Any rights and remedies of the Employer against Contractor that are not expressly stipulated in the Contract shall be excluded.</p> <p>Request POWERGRID to comment/clarify.</p>	Provisions of Bidding Documents are apply clear and shall prevail.
15	GCC-27	Transfer of Ownership	<p><u>Additional Proposed:</u></p> <p>Title in any part of the Works shall remain with Contractor until Contractor has received full payment for that part of the Works. The Works shall be deemed delivered if and when the Employer fails to accept delivery without cause. In such case, the Works can be stored and insured at the risk and expense of the Employer and any payment shall become due. The same consequences shall apply on the scheduled date of delivery if the dispatch is postponed for reasons attributable to the Employer.</p> <p>In any case, the Works or parts of the Works shall be deemed accepted as soon as they are put into commercial operation or if the acceptance tests have not been carried out within 1 week after their scheduled dates due to reasons not attributable to Contractor.</p> <p>Request POWERGRID to comment/clarify.</p>	Provisions of Bidding Documents shall remain unchanged.

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply
16	GCC-31	Change in Laws and Regulations	<p><u>Additional Proposed:</u> If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Contract signature, Contractor shall be entitled to an adjustment of the Contract, including inter alia an adjustment of the Contract Price to reflect any additional costs to be incurred by Contractor, the time schedules and scope of Works, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.</p> <p>Request POWERGRID to comment/clarify.</p>	Provisions of Bidding Documents shall remain unchanged.
17	GCC-32.1 (c)	Force Majeure	<p><u>Additional Proposed:</u></p> <p><u>Please add below events in 32.1. (c)</u></p> <p>Riot, civil commotion, terrorism, natural disaster, epidemic, pandemic, strikes, lock-outs, attacks on Contractor IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits, or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions.</p> <p>If one or more Force Majeure Events and their effect last for a period of 180 days in aggregate either party may terminate the Contract by giving to the other a written notice of termination with regard to the part of the Works not yet provided. With regard to the part of the Works not yet provided, Contractor shall be entitled to reimbursement from the Employer of its unavoidable costs related to such termination.</p> <p>Request POWERGRID to comment/clarify.</p>	Provisions of Bidding Documents shall remain unchanged.

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply
18	GCC-35	Suspension	<p><u>Additional Proposed:</u></p> <p>1. Contractor may suspend performance of its obligations under the Contract if (i) the Employer is in delay with any payment or in providing any payment security required under this Contract for more than 30 days, (ii) the Employer fails to perform those of its obligations necessary for Contractor to provide the Works, or (iii) the Employer otherwise materially breaches the Contract.</p> <p>2. If Contractor suspends the Contract in accordance with hereinabove or in the event the Employer suspends the Contract without the express written agreement with Contractor, the Employer shall become immediately liable to pay Contractor for all parts of the Works already provided. The Employer shall further reimburse Contractor all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.</p> <p>Request POWERGRID to comment/clarify.</p>	Provisions of Bidding Documents shall remain unchanged.

Clarification No.-V to the Bidding Documents for 400kV GIS SUBSTATION PACKAGE SS-144 for (i) Augmentation of transformation capacity at 400/220kV Bidadi (GIS) S/s in Karnataka by 1x500 MVA, 400/220kV ICT (3rd), (ii) Augmentation of Transformation capacity at 400/220kV Yelahanka (GIS) S/s (POWERGRID) in Karnataka by 400/220kV, 1X500MVA ICT (3rd). Spec. No.: CC/NT/W-GIS/DOM/A10/24/15640

S. No.	Clause Reference	Clause Description	Query Description	POWERGRID's Reply
19	GCC-36	Termination	<p>Additional Proposed: Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation.</p> <p>Notwithstanding any other rights it may have under this Contract, Contractor may terminate the Contract</p> <p>a) if the Employer comes under the direct or indirect control of any competitor of Contractor; or b) if the Employer materially breached the Contract and has not remedied the breach within a reasonable period after a notification by Contractor or is in delay in making any payment or in providing any payment security required under this Contract for more than 60 days; or c) if the Contract has been suspended for more than 60 days.</p> <p>In the event of termination of the Contract, the Employer shall remain liable to pay Contractor for all parts of the Works already provided prior to termination</p> <p>Request POWERGRID to comment/clarify the above.</p>	Provisions of Bidding Documents shall remain unchanged.
20	-	Miscellaneous	<p>Contractor shall not be obligated to fulfill this agreement if such fulfillment is affected by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions</p> <p>Request POWERGRID to comment/clarify the above.</p>	The provisions stipulated in the Bidding Documents comprehensively address compliance with the applicable guidelines and regulations. Provisions of Bidding Documents shall remain unchanged.