

Clarification No. - 02 dated 23/05/2023 to the Bidding Documents of 765kV AIS Substation Extn. Package SS-86 for (i) Extension of 765/400/220 kV Fatehgarh-III Substation including 2X125 MVAR, 420 kV Bus Reactors associated with “Transmission system for evacuation of power from REZ in Rajasthan (20GW) under Phase-III Part E1” and (ii) 1 set of Bus Sectionalizer at 400kV level of 765/400/220kV Fatehgarh-III PS (Section-2).
Spec. No.: CC/NT/W-AIS/DOM/A00/23/01627

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|---------|--|---|---|---|
| 1. | Section IV, GCC, 34. Extension of Time for Completion Volume-I of the Bidding Documents | <p>34.1 The Time(s) for Completion specified in the SCC shall be extended if</p> <p>34.2 Except where otherwise specifically provided in the Contract, the</p> <p>34.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.</p> | <p>We request to add following clause under GCC 34, Extension of time for completion -</p> <p>In case of any default by employer to execute any of its responsibilities under GCC 6, the Time for Completion shall be extended along with suitable cost compensation.</p> | Provisions of the Bidding Documents shall remain unchanged. |
| 2. | Section IV, GCC, 35. Suspension Volume-I of the Bidding Documents | <p>35.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the</p> <p>35.2 If the Contractor’s performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 35, then</p> <p>35.3 During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Contractor’s Equipment, without the prior written consent of the Employer.</p> | <p>We request to add following clause as contractor's suspension rights -</p> <p>Suspension Rights - If Owner fails or delays to release the payments and or perform any other obligations under this Agreement, The Contractor may, after giving not less than [21] days’ notice to Owner, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment or the breach of Owner is remedied. The Contractor’s action shall not prejudice its other rights and entitlements including interest on delayed payments. If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work), it shall be entitled to: (a) an extension of time for any such delay, if completion is or will be delayed, and (b) payment of any such Costs incurred as a result thereto.</p> | Provisions of the Bidding Documents shall remain unchanged. |

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| 3. | Section IV, GCC, 36. Termination Volume-I of the Bidding Documents | <p>36.1 Termination for Employer's Convenience</p> <p>36.1.1 The Employer may at any time terminate the Contract for any reason</p> <p>.....</p> <p>36.1.2 Upon receipt of the notice of termination under</p> <p>.....</p> <p>36.1.3 In the event of termination of the Contract under</p> <p>.....</p> <p>36.2 Termination for Contractor's Default</p> <p>36.2.1 The Employer, without prejudice to any other rights or remedies</p> <p>.....</p> <p>36.2.2 If the Contractor</p> <p>.....</p> <p>36.2.3 Upon receipt of the notice of termination under</p> <p>.....</p> <p>36.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may,</p> <p>.....</p> | <p>We request to add following clause as contractor's termination rights -</p> <p>Termination Rights: The Contractor shall be entitled to terminate the Contract if:</p> <p>a) The breach of Owner is not remedied and/or continues despite suspension of contract by the Contractor</p> <p>b) Owner assigns, sublets or transfers this Contract in contravention to the terms of this Contract.</p> <p>c) Owner becomes bankrupt, insolvent, goes into liquidation (voluntary or otherwise), has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, an order for corporate insolvency resolution process or liquidation is passed by a court/tribunal, change of Control, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.</p> <p>; Except in events under (c) where the termination shall be immediate, the Contractor may upon giving 14 days' notice to Owner, terminate this Contract in any of the other events listed out hereinabove, without prejudice to its other rights under contract or otherwise;</p> <p>The contractor shall be entitled to:</p> <p>i) return of all performance securities furnished by the Contractor under this Contract</p> <p>ii) payments which shall include: (a) the amounts payable for any work carried out for which a price is</p> | <p>Provisions of the Bidding Documents shall remain unchanged.</p> |

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| | | <p>36.2.5 Subject to GCC Sub-Clause 36.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination,</p> <p>.....</p> <p>36.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.</p> <p>.....</p> <p>36.3 In this GCC Clause 36, the expression “Facilities executed” shall include all work executed,</p> <p>.....</p> <p>36.4 In this GCC Clause 36, in calculating any monies due from the Employer to the Contractor, account shall</p> <p>.....</p> | <p>stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery; (c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Contract (d) reasonable loss of profit.</p> | |
| 4. | Section IV, GCC, 36.1.3. Termination Volume-I of the Bidding Documents | <p>36.1.3 In the event of termination of the Contract under GCC Sub-Clause 36.1.1, the Employer shall pay to the Contractor the following amounts:</p> <p>(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination</p> <p>(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from</p> | <p>We request to add following clause - In the event of termination of the Contract under GCC Sub-Clause 36.1.1, the Employer shall pay to the Contractor the following amounts:</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p> | Provisions of the Bidding Documents shall remain unchanged. |

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| | | <p>the Site and in the repatriation of the Contractor's and its Subcontractors" personnel</p> <p>(c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges</p> <p>(d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 36.1.2</p> <p>(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.</p> | <p>e)</p> <p>f) Loss of profit</p> | |
| 5. | <p>Section V, SCC, Sl. No. 39, GCC 22.8.1. Latent DLP</p> <p>Volume-I of the Bidding Documents</p> | <p>Supplementing Sub-Clause GCC 22.8.1 with the following:</p> <p>The Contractor's liability for latent defects warranty for (132kV/220KV/400kV/765kV class) Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker/ Reactor shall be limited to period of five (05) years from the end of Defect Liability Period.</p> | <p>Given clause –</p> <p>"Supplementing Sub-Clause GCC 22.8.1 with the following:</p> <p>The Contractor's liability for latent defects warranty for (132kV/220KV/400kV/765kV class) Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker/ Reactor shall be limited to period of five (05) years from the end of Defect Liability Period."</p> <p>We understand that GCC clause 22.8.1 is replaced by SCC sl. no. 39. Accordingly, Latent DLP is applicable only for (132kV/220KV/400kV/765kV class) Current Transformer/ Capacitive Voltage</p> | <p>Provisions of the Bidding Documents are amply clear.</p> |

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| | | | Transformer / Circuit Breaker/ Reactor shall be limited to period of five (05) years from the end of Defect Liability Period. Please confirm. | |
| 6. | Section IV, GCC, 2.13.1 (b) Volume-I of the Bidding Documents | <p>Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier, telegraph, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Agreement, with the following provisions:</p> <p>(a)</p> <p>(b) Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by special courier. Provided further that whenever the postal authorities or courier service provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.</p> <p>(c)</p> <p>(d)</p> | <p>Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by special courier. Provided further that whenever the postal authorities or courier service provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.</p> <p>Request you to delete this clause.</p> | Provisions of the Bidding Documents shall remain unchanged. |