AMENDMENT TO GCC CLAUSE NO. 69.0 - ARBITRATION, ITS SUB CLAUSES (PAGE NO. 76 & 77) & CLAUSE NO. 70.0 – LAWS & JURISDICTION OF CONTRACT (PAGE NO. 78) OF VOLUME-I, CONDITIONS OF CONTRACT FOR CIVIL WORKS DOCUMENT CODE NO. DC – 5010 – JULY 1992

69.0 SETTLEMENT OF DISPUTES

69.1 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties within 60 days from the date of service of the notice to settle the disputes amicably.

If amicable settlement can not be reached then all disputes, or differences shall be settled by arbitration as provided in Clause-70.0.

It will be a condition precedent for invoking the arbitration to resort to amicable settlement of the disputes or differences in the first instance.

70.0 ARBITRATION

70.1 For the Contract value whereof does not exceed Rupees fifty lac only :

Except where otherwise provided for in the Contract, within 30 days of the failure of amicable settlement, all questions, disputes, differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders to these Conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Head of Region of Power Grid Corporation of India Ltd, and if the Head of Region is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman & Managing Director, Power Grid Corporation of India Ltd., willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Power Grid Corporation of India Ltd., and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, Chairman and Managing Director, Power Grid Corporation of India Ltd., shall appoint another person to act as arbitrator in accordance with the terms of the contract. It is also a term of this contract that no person other than a person appointed by CMD, Power Grid Corporation of India Ltd., as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

70.1.2 For the Contract Value whereof exceed Rupees fifty lac:

All those questions, disputes, differences which could not be resolved amicably by and between the parties arising out of or in relation to the contract, the value whereof exceeds Rupees fifty lac shall be submitted to the Arbitral Tribunal consisting of three arbitrators to be appointed in a manner provided herein below:-

Within 30 days of the failure of the amicable settlement, the aggrieved party, as claimants, shall appoint an arbitrator and serve a notice in writing to the other party, the respondent, calling upon the latter to appoint the arbitrator within 60 days of the receipt of such notice. Both the appointed arbitrators shall appoint the Third Arbitrator, who shall act as presiding arbitrator of Arbitral Tribunal.

70.2 Subject to as aforesaid, the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof, rules or schemes made there under and for the time being in force shall apply to the arbitration proceedings.

70.3 It is a terms of the Contract that the party invoking arbitration shall specify the dispute or differences to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute or differences.

70.4 The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable under the Contract shall be withheld on account of such proceedings.

70.5 The venue of arbitration shall be such place as may be fixed by the Arbitral Tribunal in his/their sole discretion. The Arbitral Tribunal will give a reasoned award.

70.6 The arbitral award of the sole arbitrator or the majority of the arbitrators, as the case may be, shall be final, conclusive and binding on all the parties to this contract.

70.7 The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the Arbitral Tribunal.

70.8 In the event of dispute or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE office memorandum No.BPE/GL-001/76/MAN/2 (110-75-BPE (gmi-1) dated 1st January, 1976 or its amendments for arbitration shall be applicable.

71.0 LAWS & JURISDICTION OF CONTRACT

71.1 The Indian Laws shall govern this contract for the time being in force.

71.2 The laws applicable to the Contract shall be the laws in force in India. The courts of Nagpur shall have exclusive jurisdiction in all matters arising under the Contract, including execution of arbitration awards under clause No. 70.0 of GCC contained herein.