

पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Regional Head Quarter, Near R.T.O. Driving Test Track, Singnayakanahalli, Yelahanka-Dodaballapur Road, Yelahanka Hobli, Bengaluru – 560064.

Phone: (080) 23093725, E-mail: sr2candm@powergrid.co.in SOUTHERN REGION TRANSMISSION SYSTEM - II

Amendment to Bid Number: SR-II/C&M/WC-3225/NIT-196/2021/RFx:5002002112

Sub: "Renovation of Residential Quarters at Sriperumbudur Sub-station".

Based on the recent guidelines, Cluase No. 14.0 of the Special Conditions of Contract has been modified as follows:

Existing Clause 14.0 of SCC

If the Contractor fails to comply with the completion Schedule in accordance with Clause GCC 18.0then contractor shall pay to the Purchaser a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price plus GST payable thereon for the whole of facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which separate time for completion is agreed) subject to the limit of 10% of Contract Price plus GST 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 preestimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default. The Purchaser

Amended Clause 14.0 of SCC

If the Contractor fails to comply with the completion Schedule in accordance with Clause GCC 18.0 then contractor shall pay to the Purchaser a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price plus GST payable thereon for the whole of facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which separate time for completion is agreed) subject to the limit of 5% of Contract Price plus GST 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 preestimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default. The Purchaser



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may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. No Bonus will be given for earlier Completion of the facilities or part thereof.

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Save and except the above, all other terms and conditions stipulated in the tender documetrs shall remain unalterered.

For and on behalf of Power Grid Corporation of India Limited Yours faithfully,

> (Amit Verma) Chief Manager (C&M)