

Amendment No- 01 dated 12.03.2024 to the Bidding Documents for **765kV Transformer Package 7TR-02-BULK** for 7x500 MVA, 765/400 KV (1-Ph) Transformers under Bulk Procurement of 765kV & 400kV class Transformers & Reactors of various Capacities (Lot-7); Spec No.: CC/NT/W-TR/DOM/A00/24/01887

Sr. No.	Clause No./Doc. Ref.	Existing provisions in the Bidding Documents	Corrected as
Volume-I (CONDITIONS OF CONTRACT)			
1.	GCC 42 (Section – V of SCC Vol-I)	<p><u>Insert new GCC Clause 42 as per following:</u></p> <p>J. PRE DEFINED EVENTS</p> <p>GCC 42:</p> <p>If the Contractor considers himself to be entitled to any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance, unless otherwise specified.</p> <p>If the Contractor fails to give notice of a claim within such period of 28 days, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p> <p>The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer’s liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the</p>	<p><u>Insert new GCC Clause 42 as per following:</u></p> <p>J. PRE DEFINED EVENTS</p> <p>GCC 42:</p> <p>POWERGRID has a Policy on Assessment of performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of a bidder based on events (pre-defined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVs under TBCB) shall also be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/not eligible for a period of one year reckoned from the date of issuance of letter to such effect. As per this Policy, pre-defined events are as below:</p> <ol style="list-style-type: none"> 1. Termination# of Contract due to Contractor’s default 2. Encashment of CPG due to non-performance 3. Repeated failure of major Equipment while in service 4. Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract.

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		<p>Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records and shall (if instructed) submit copies to the Project Manager.</p> <p>Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <p>(a) this fully detailed claim shall be considered as interim;</p> <p>(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and</p> <p>(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.</p> <p>The Project Manager may agree with the Contractor or estimate: different additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>The payments in respect of such claims shall be settled once in a quarter, unless otherwise specified.</p>	<p>5. More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor.</p> <p>6. Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)</p> <p><i># Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination.</i></p> <p><i>*For the purpose of working out 50% of the Contract, following shall be taken into account:</i></p> <p>(a) <i>Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i></p> <p>(b) <i>Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></p> <p>The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.</p> <p>In accordance with above policy of POWERGRID, in case of triggering of any of the above events under this Contract, the bid of the Contractor in future tenders shall be dealt in line with the above policy or its subsequent amendments, if any.</p>