

**Amendment-1 to Bidding Documents**

**Package: Installation of 24F OPGW and other associated works including supply of Hardware on CSPTCL 132 KV line & 220 KV line at Bilaspur and Raigarh**

**RFx No. 5002002665**

S. No.	Clause	Existing Clause	Amended Clause
1.	BDS 60	<p><b>Supplementing Sub Clause ITB 35.1</b></p> <p>In addition to the Performance Security of 3% of the Contract Price, the successful bidder is required to furnish additional performance security(ies), if applicable, as per the Technical Specification</p>	Stands deleted
2.	SCC 11	<p><b>Supplementing Sub-Clause GCC 9.3.1</b></p> <p>9.3.1 The Supplier shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Three (3%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Supplier time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p>	Stands deleted
3.	SCC 14	<p>Clause modified as below (modification highlighted) -</p> <p>Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 22.8 hereof, the Contractor shall issue an additional security</p>	Stands deleted

*B. S. Krishnamurthy*  
13/04/23

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		in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 22, is liable for an extended warranty obligation, the performance security shall be reduced to three percent (3%) of the value of the component covered by the extended warranty.	
4.	SCC 17	<p><b>Replace the existing provision with the following:</b></p> <p>The Bank Guarantee for Performance Security are to be provided by the Supplier, which should be issued either by a:</p> <p>A Public Sector Bank located in India, or; (ii) A scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1000 Million or above (the latest annual report of the bank should support compliance of capital adequacy ratio requirement) <b>from Banks detailed below</b> or (iii) Any Foreign Bank or subsidiary of a foreign bank, acceptable to the Employer/Purchaser* with overall international corporate rating or rating of long term debt not less than A(-) (A Minus) or equivalent by reputed rating agency. <b>Further, the Bank Guarantee from Foreign Bank should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in</b></p>	<p><b>Replace the existing provision with the following:</b></p> <p>The Bank Guarantee for Performance Security are to be provided by the Supplier, which should be issued either by a:</p> <p>A Public Sector Bank located in India, or; (ii) A scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1000 Million or above (the latest annual report of the bank should support compliance of capital adequacy ratio requirement) <b>from Banks detailed below</b> or (iii) Any Foreign Bank or subsidiary of a foreign bank, acceptable to the Employer/Purchaser* with overall international corporate rating or rating of long term debt not less than A(-) (A Minus) or equivalent by reputed rating agency. <b>Further, the Bank Guarantee from Foreign Bank should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in</b></p>

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	<p><b>India; or (iii) a scheduled commercial private bank located in India from Banks detailed below only</b></p> <ol style="list-style-type: none"><li>1. Development Credit Bank Ltd.</li><li>2. Karnataka Bank Ltd.</li><li>3. Axis Bank Ltd.</li><li>4. HDFC Bank Ltd.</li><li>5. Karur Vysya Bank Ltd</li><li>6. ING Vysya Bank Ltd</li><li>7. South Indian Bank Ltd</li><li>8. Federal Bank Ltd</li><li>9. Yes Bank Ltd</li><li>10. Ratnakar Bank Ltd</li><li>11. Kotak Mahindra Bank Ltd</li><li>12. IndusInd Bank Ltd</li><li>13. ICICI Bank Ltd</li></ol> <p><b>CONTRACT PERFORMANCE GUARANTEE (CPG)/ PERFORMANCE SECURITY:</b></p> <p>Contractor shall furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount equal to 3% (Three percent) of the Contract Price and valid up to ninety (90) days beyond the completion period</p> <p>OR</p>	<p><b>India; or (iii) a scheduled commercial private bank located in India from Banks detailed below only</b></p> <ol style="list-style-type: none"><li>1. Development Credit Bank Ltd.</li><li>2. Karnataka Bank Ltd.</li><li>3. Axis Bank Ltd.</li><li>4. HDFC Bank Ltd.</li><li>5. Karur Vysya Bank Ltd</li><li>6. ING Vysya Bank Ltd</li><li>7. South Indian Bank Ltd</li><li>8. Federal Bank Ltd</li><li>9. Yes Bank Ltd</li><li>10. Ratnakar Bank Ltd</li><li>11. Kotak Mahindra Bank Ltd</li><li>12. IndusInd Bank Ltd</li><li>13. ICICI Bank Ltd</li></ol> <p><b>CONTRACT PERFORMANCE GUARANTEE (CPG)/ PERFORMANCE SECURITY:</b></p> <p>Contractor shall furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount equal to 10% (Ten percent) of the Contract Price and valid up to ninety (90) days beyond the completion period</p> <p>OR</p>
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*B.S. Krishnamurthy*  
13/04/23

*Handwritten notes*

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	<p>Security deposit amount shall be deducted at the rate of 3% from the running bill (s) of the successful bidder till 3% of the maximum overall Contract price is arrived. This amount shall be kept till ninety (90) days beyond the completion Period, as may be required under the Contract.</p> <p><b>Supplementing GCC Clause 9.4 with the following</b> The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform is as given below:</p> <table border="1" data-bbox="546 850 1335 1134"> <thead> <tr> <th>Name of Bank and Address</th> <th>IFSC Code</th> <th>POWERGRID Current A/c No.</th> </tr> </thead> <tbody> <tr> <td>State Bank of India, SEZ Branch, Seepz, Andheri (East), Mumbai-400093.</td> <td>SBIN0011690</td> <td>30592094194</td> </tr> </tbody> </table> <p>In addition to the above, the Bank Guarantee towards Performance Security should be submitted in the Physical form as specified in GCC Clause 9.</p>	Name of Bank and Address	IFSC Code	POWERGRID Current A/c No.	State Bank of India, SEZ Branch, Seepz, Andheri (East), Mumbai-400093.	SBIN0011690	30592094194	<p>Security deposit amount shall be deducted at the rate of 10% from the running bill (s) of the successful bidder till 10% of the maximum overall Contract price is arrived. This amount shall be kept till ninety (90) days beyond the completion Period, as may be required under the Contract.</p> <p><b>Supplementing GCC Clause 9.4 with the following</b> The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform is as given below:</p> <table border="1" data-bbox="1368 850 2197 1174"> <thead> <tr> <th>Name of Bank and Address</th> <th>IFSC Code</th> <th>POWERGRID Current A/c No.</th> </tr> </thead> <tbody> <tr> <td>State Bank of India, POWERGRID Campus, Sampriti Nagar, Nari Ring Road, Nagpur-440026.</td> <td>SBIN0021034</td> <td>62027864629</td> </tr> </tbody> </table> <p>In addition to the above, the Bank Guarantee towards Performance Security should be submitted in the Physical form as specified in GCC Clause 9.</p>	Name of Bank and Address	IFSC Code	POWERGRID Current A/c No.	State Bank of India, POWERGRID Campus, Sampriti Nagar, Nari Ring Road, Nagpur-440026.	SBIN0021034	62027864629
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*B.S. Anand*  
13/04/23

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5.	<p><b>Sample Forms &amp; Procedures</b></p> <p><b>Form of Notification of Awards- 4</b></p>	<p>You/The JV (<i>use as applicable</i>) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of ..... (<i>Specify the value</i>) ..... i.e. equal to 3% (Three percent) of the Contract Price, and valid upto and including ..... and any other securities as per the Bidding Documents.</p>	<p>You/The JV (<i>use as applicable</i>) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of ..... (<i>Specify the value</i>) ..... i.e. equal to 10% (Ten percent) of the Contract Price, and valid upto and including ..... and any other securities as per the Bidding Documents.</p>
6.	<p><b>Sample Forms &amp; Procedures</b></p> <p><b>Forms of Contract Agreement</b></p> <p><b>Appendix-1.1</b></p>	<p>Performance Securities in line with GCC Clause 8.3, <b>within twenty eight (28) days of issuance of NOA.</b> In case contractor does not submit the Contract Performance Guarantee Security deposit @3% shall be deducted from the running bill of the contractor till the amount so deducted becomes 3% of the Contract Price, which shall be released after completion of Defect Liability Period. In such case EMD deposited at the time of tendering shall be converted into Security deposit.</p>	<p>Performance Securities in line with GCC Clause 8.3, <b>within twenty eight (28) days of issuance of NOA.</b> In case contractor does not submit the Contract Performance Guarantee Security deposit @10% shall be deducted from the running bill of the contractor till the amount so deducted becomes 10% of the Contract Price, which shall be released after completion of Defect Liability Period. In such case EMD deposited at the time of tendering shall be converted into Security deposit.</p>

*B.S. Kumbhar*  
13/04/23

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7.	<p><b>Sample Forms &amp; Procedures</b></p> <p><b>Performance Security Form Para-2</b></p>	<p>By this letter we, the undersigned, .....<i>(insert name &amp; address of the issuing bank)</i> ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....<i>(insert address of registered office of the bank)</i>..... do hereby irrevocably guarantee payment to you up to ..... i.e., <b>three percent (3%)</b> of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... <i>(dd/mm/yy)</i>.</p>	<p>By this letter we, the undersigned, .....<i>(insert name &amp; address of the issuing bank)</i> ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....<i>(insert address of registered office of the bank)</i>..... do hereby irrevocably guarantee payment to you up to ..... i.e., <b>ten percent (10%)</b> of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... <i>(dd/mm/yy)</i>.</p>
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All other terms & conditions of the Bidding Documents remain unaltered.

*B.S. Krishnamurthy*  
13/04/23

*F. Srinivasan*  
13/04/23