

Ref. No.: CC-CS/1059-NR3/TW-4169/3/G7 /Amend-IV

Date: 03/12/2020

<< TO ALL THE BIDDERS THROUGH WEBSITE >>

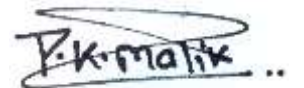
Sub: Amendment No-IV to the Bidding Documents for Transmission Line Package TW01 for: 400 kV D/C (Twin Moose) Transmission line from Khurja STPP to 400 kV Switchyard of 765/400 Aligarh S/S (PG) including supply of ACSR conductor, Composite Longrod Insulators, Earthwire, OPGW, Hardware fittings & Accessories etc. under Consultancy Services to THDC India Ltd.
विनिर्देश संख्या: CC-CS/1059-NR3/TW-4169/3/G7

Dear Sir(s),

- 1.0 This has reference to the bidding documents for the subject packages uploaded on the portal <https://pgcileps.buyjunction.in> and Amendment/Clarification issued subsequently.
- 2.0 **Amendment No.-IV** to the subject bidding documents is attached herewith. The aforesaid amendment shall form an integral part of the Bidding Documents.
- 3.0 Save and Except for the changes brought-out in the above mentioned Amendment(s), all other terms and conditions of the original bidding documents shall remain unaltered.

Thanking you,

Yours faithfully,



(Parvinder Malik)

Encl: As above

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Sr. No	Clause reference.	Existing Provision	Amendment Provision
Volume-I: Conditions of Contract [Document Code : DC-3068-15718]			
1.	ITB 35.1	<p>Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the BDS and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture.</p> <p><u>In BDS</u></p> <p>Supplementing Sub Clause ITB 35.1</p> <p>In addition to the Performance Security of 10% of the Contract Price, the successful bidder is required to furnish additional performance security (ies), if applicable, as.....</p>	<p>Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 3% (Three percent) of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the BDS and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture.</p> <p><u>In BDS</u></p> <p>Supplementing Sub Clause ITB 35.1</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.....</p>
2.	GCC 9.3.1	<p>The Contractor 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 Ten percent (10%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period....</p> <p>.....</p>	<p>The Contractor 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 percent (3%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period....</p> <p>.....</p>

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3.	GCC 9.3.3	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 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 ten percent (10%) of the value of the component covered by the extended warranty.	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 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.	GCC 38.4	-----	<p>Add a new clause GCC 38.4 as following:</p> <p>38. Settlement of Disputes</p> <p>38.4 In any occasion POWERGRID shall not be held liable under this contract. No case/arbitration shall be initiated against POWERGRID by the Contractor and also POWERGRID shall not be made a party by the Contractor in the arbitration / court proceedings as POWERGRID is acting as an Agent only on behalf of THCIL (Owner)".</p>
5.	GCC 39.6	39.6 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference	<p>Replace the existing Provision GCC 39.6 as below</p> <p>39.6 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference</p>

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		between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018. The decision through AMRCD will be final and binding on all the concerned.	(other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned.
6.	4a./4b/4c Form of Notification of Award, FORMS 4.0 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 4.0 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
7.	Performance Security Form 6(A), FORMS By this letter we, the undersigned,(<i>insert name & 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., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of By this letter we, the undersigned,(<i>insert name & 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., three percent (3%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (<i>dd/mm/yy</i>).

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Sr. No	Clause reference.	Existing Provision	Amendment Provision
	 (dd/mm/yy).
8.	Performan ce Security Form 6(B), FORMS By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until 60 months i.e., upto and inclusive of (dd/mm/yy)..... By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., three percent (3%) of the Contract Price until 60 months i.e., upto and inclusive of (dd/mm/yy).....
9.	21.AForm Of Bank Guarantee For Contract Performan ce (To Be Submitted By Tower Manufact urer)	----- Whereas, the Contractor and M/s. (Name of Tower Manufacturer), having its Principal place of business at(Address of Tower Manufacturer) and Registered Office at(Registered address of Tower Manufacturer) (hereinafter referred to as the "Tower Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of tower/tower parts and that the Tower Manufacturer having agreed to furnish a Contract	----- Whereas, the Contractor and M/s. (Name of Tower Manufacturer), having its Principal place of business at(Address of Tower Manufacturer) and Registered Office at(Registered address of Tower Manufacturer) (hereinafter referred to as the "Tower Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of tower/tower parts and that the Tower Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking

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		<p>Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the cost of tower parts to be supplied by the Tower Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.</p> <p>-----</p>	<p>equivalent to (2%) two per cent of the cost of tower parts to be supplied by the Tower Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to 3% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.</p> <p>-----</p>
10	21.B Form Of Bank Guarantee For Contract Performance (To Be Submitted By Tower Manufacturer)	<p>-----</p> <p>Whereas, the Contractor and M/s. (Name of Tower Manufacturer), having its Principal place of business at(Address of Tower Manufacturer) and Registered Office at(Registered address of Tower Manufacturer) (hereinafter referred to as the "Tower Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of tower/tower parts and that the Tower Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the cost of tower parts to be supplied by the Tower Manufacturer under the Contract, in addition to Contract Performance Guarantee</p>	<p>-----</p> <p>Whereas, the Contractor and M/s. (Name of Tower Manufacturer), having its Principal place of business at(Address of Tower Manufacturer) and Registered Office at(Registered address of Tower Manufacturer) (hereinafter referred to as the "Tower Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of tower/tower parts and that the Tower Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the cost of tower parts to be supplied by the Tower Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to 3% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.</p>

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		equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract. -----	-----

End of Amendment No.: - IV.

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