

Annexure : Amendment to Bidding Documents regarding Bid Security & Performance Security

Sl. No	Clause Ref. No. in the Bidding Document	Existing Provision in the Bidding Documents	Amendments
1.	IFB 8.2	<p>.....</p> <p>Hard Copy Part of the Bids must be submitted under Single Stage Two Envelope Bidding Procedure at the address given in BDS at or before 15:00 hours on In case Hard copy part of the bid is not received by the Purchaser till the deadline for submission of the same prescribed by the Purchaser, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.</p> <p>First Envelope i.e. Techno -Commercial Part shall be opened on the same day</p> <p>Bid security : Rs</p> <p>Bid security must be submitted either in physical</p>	<p>.....</p> <p>Hard Copy Part of the Bids must be submitted under Single Stage Two Envelope Bidding Procedure at the address given in BDS at or before 15:00 hours on 17.12.2020. In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination.</p> <p>First Envelope i.e. Techno -Commercial Part shall be opened on 17.12.2020 at 15:30 in accordance with Clause 25 of ITB or may be viewed by the bidders by logging in to the portal.</p> <p>The aforesaid documents in physical form or documentary evidence of online payment of the specified amount to POWERGRID, should be submitted at the address given at para 10.0 below at or before 15:00 Hrs 17.12.2020</p> <p>.....</p>

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		<p>form or paid online. The aforesaid documents in physical form or documentary evidence of online payment of the specified amount to POWERGRID, should be submitted at the address given at para 10.0 below at or before 15:00 Hrs 06.11.2020</p>	
2.	ITB 9.3 & BDS clause 21.0	<p>..... (a) Attachment 1: Bid Security (if required) or documentary evidence in support of exemption of Bid Security (submission of Hard Copy in „Original“ for Bid Security and in „Copy“ for documentary proof in support of exemption) A bid security or documentary evidence in support of exemption of Bid Security, in sealed separate envelope shall be furnished in accordance with ITB Clause 13 & ITB Clause 16. Bidder shall submit the hard copy of the Bid Security or documentary evidence in support of exemption of Bid Security in original </p> <p>(c) Attachment 3: Bidder’s Eligibility and Qualifications (Uploading of Scanned Copies of documentary evidence in support of Bidder’s</p>	<p>..... (a) Attachment 1: Not Applicable </p> <p>(c) Attachment 3: Bidder’s Eligibility and Qualifications (Uploading of Scanned Copies of documentary evidence in support of Bidder’s qualification. In case of Joint Venture bid, submission of Hard Copy in „Original“ of the JV Agreement and POA for JV) However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer’s</p>

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		<p>qualification. In case of Joint Venture bid, submission of Hard Copy in „Original“ of the JV Agreement and POA for JV)</p> <p>.....</p> <p>However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer’s tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate</p> <p>.....</p> <p>(y) Attachment 24 : Declaration for securing the bid in case of non-submission of Bid Security before the deadline of bid submission</p> <p>.....</p> <p>.....</p>	<p>tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6 .</p> <p>.....</p> <p>(y) Attachment 24 :Bid Securing Declaration to be submitted by the Bidder</p> <p>.....</p>

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3.	BDS Clause 13	<p><u>Supplementing ITB 9 (I) as follows</u></p> <p>Due to prevailing situations on account of COVID-19, the bid shall be submitted by the Bidder in the following manner:</p> <p>Bidder may submit the Bid Security in original at any time before the deadline of the bid submission. In case of non-submission of Bid Security by this time, the bidder shall however, be required to furnish the Bid Security at any time between the date of opening of bids and within a specified timeline of 5(Five) days once the Employer communicates the same. Bidder may note that the Price bid shall not be opened in case of breach of obligation of submission of Bid Security as above besides taking punitive measures as deemed fit. Bidders shall also be required to submit a declaration securing their bid as per Attachment 24 of the Bidding Documents along with the bid or subsequently pursuant to ITB Clause 21.1. Bidder may also note that the declaration inter-alia contains provision to the extent that non-submission of bid security shall be considered as withdrawal</p>	<p><u>Supplementing ITB 9 (I) as follows</u></p> <p>Bid Security shall not be applicable in this Package. All the Bidders shall submit as part of their bid, a Bid Securing Declaration in Attachment-24 of the Bid Forms.</p> <p>.....</p> <p>Other documents required to be submitted as part of Hard Copy Part of the Bid shall be scanned and uploaded as part of First Envelope in Soft Copy Part of the Bid as per provisions of ITB Clause 9 (II).</p> <p>.....</p>

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		<p>of the bid and would be treated accordingly. Other documents required to be submitted as part of Hard Copy Part of the Bid shall be scanned and uploaded as part of First Envelope in Soft Copy Part of the Bid as per provisions of ITB Clause 9 (II). </p>	
4.	ITB 13.1 & BDS clause 13	<p>The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated in the BDS. The bid security must be submitted in the form provided in the Bidding Documents. Micro and Small Enterprises (MSEs) registered with District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or Udyam Registration or any other body specified by Ministry of Micro, Small and Medium</p>	<p>Bid Security shall not be applicable in this Package. All the Bidders shall submit as part of their bid, a Bid Securing Declaration in Attachment-24 of the Bid Forms.</p>

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		<p>Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.</p> <p>.....</p>	
5.	ITB 13.2 & BDS clause 27	<p>.....</p> <p>The Bid Security shall be in favour of Power Grid Corporation of India Limited payable at Vadodara</p> <p>The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order/banker certified cheque in favour of Employer as stipulated in BDS or a Bank Guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents.</p> <p>The Bid Security shall be in favour of Power Grid</p>	BDS clause 27 & ITB clause 13.2 stands Deleted

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		Corporation of India Limited payable at Vadodara.	
6.	ITB 13.3	Any bid not accompanied by an acceptable bid security, except as exempted at 13.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4. The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid...	Bidder's failure to submit an acceptable Bid Securing Declaration along with the bid or subsequently pursuant to ITB Clause 21.1, shall lead to his bid being considered nonresponsive in line with ITB Sub-Clause 22.4.
7.	ITB 13.4 and 13.5	13.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period. 13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 35 are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 34, and has furnished the required performance security, pursuant to ITB Clause 35.	Clause ITB 13.4 and 13.5 stands Deleted.

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8.	ITB 13.6	<p>The bid security may be forfeited</p> <p>(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or</p> <p>(b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - Declaration of the Bid; or</p> <p>(c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or</p> <p>(d) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or</p> <p>(e) in the case of a successful Bidder, if the Bidder fails within the specified time limit</p>	<p>In case of dishonouring the conditions of Bid Securing Declaration as given below, the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.</p> <p>(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or</p> <p>(b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - Declaration of the Bid; or</p> <p>(c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or</p> <p>(d) If, as per the requirement of Qualification Requirements the Bidder is required to submit a</p>

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		(i) to sign the Contract Agreement, in accordance with ITB Clause 34, or (ii) to furnish the required performance security(ies), in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.	Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or (e) in the case of a successful Bidder, if the Bidder fails within the specified time limit (i) to sign the Contract Agreement, in accordance with ITB Clause 34, or (ii) to furnish the required performance security(ies), in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.
9.	ITB 13.7	No interest shall be payable by the Employer on the above Bid Security.	Clause ITB 13.7 stands Deleted .
10.	ITB 14.2	In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the	In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.6 shall not be applicable A Bidder granting the request will not be required

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		request will not be required or permitted to modify its bid.	or permitted to modify its bid.
11.	ITB 19.4	No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security , pursuant to ITB Sub-Clause 13.6.	No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's bids in future packages being considered non-responsive , pursuant to ITB Sub-Clause 13.6.
12.	ITB 21.1	During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t), (u), (v),(w),(x), (y), (z), (aa) and (bb) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the bids) , documentary	During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t), (u), (v),(w),(x), (y), (z), (aa),(bb) and (cc) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5,documentary evidence with regard to MSE

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		evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5 or 13.1, documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.....	owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.....
13.	ITB 27.2 If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited. If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.6.
14.	ITB 31.2	The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid. At the time of Award of Contract, if so desired by	The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid. At the time of Award of Contract, if so desired by

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		<p>the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.</p> <p>Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.</p>	<p>the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.6.</p> <p>Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.</p>
15.	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>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>

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16.	ITB 35.2	Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security , in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids	Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and the bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.6 , in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.
17.	GCC 9.3 Performance Security	<p>9.3.1.2 If the Contractor delays submission of the performance security(ies) vis-à-vis the period specified in Clause GCC 9.3.1, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:</p> <p>.....</p> <p>d) In case the Contractor fails to submit the performance security within 90 days of the Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and/or may terminate the Contract forthwith pursuant to GCC Clause 36.</p>	<p>9.3.1.2 If the Contractor delays submission of the performance security(ies) vis-à-vis the period specified in Clause GCC 9.3.1, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:</p> <p>.....</p> <p>d) In case the Contractor fails to submit the performance security within 90 days of the Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by the Contractor in future packages as non-responsive in line with ITB 13.6 and/or may terminate the Contract forthwith pursuant to GCC</p>

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			Clause 36.
18.	GCC 9.3	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....	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....
19.	Performance Security Form 6, FORMS	<p>.....</p> <p>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</p>	<p>.....</p> <p>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</p>

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		Period i.e., upto and inclusive of (dd/mm/yy).	of (dd/mm/yy).
20.	Performance Security Form 6A, 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).....
21.	Bid form, First Envelope	2.0 Attachments to the Bid Form (First Envelope) In line with the requirements of..... (i) Attachment 1: Bid Security, in a separate envelope, in the form of Bank Guarantee.....	2.0 Attachments to the Bid Form (First Envelope) In line with the requirements of..... (i) Attachment 1: Not applicable. (ii)..... (xi) Attachment 24: Bid Securing Declaration to be submitted by the Bidder.

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