

Amendment 1 Dated 04.04.2020 for RECTPCL NIT Nos.:

- 1) RECTPCL/PIA/GIS Substation/2019-20/NIT/SS -03/Package-01 Dated 21.02.2020
- 2) RECTPCL/PIA/GIS Substation/2019-20/NIT/SS -03/Package-02 Dated 21.02.2020

Amendment 1

Date: 04.03.2020

Package 1: Design, Manufacturing, Supply, Erection, Testing & Commissioning of below mentioned Substations on Turnkey Basis associated with Strengthening of Transmission System of LPCL under PMDP Scheme-15:-

- i) 220/33 kV GIS Substation at Padum (Zanskar)
- ii) 220kV Line Bay at PGCIL's existing GIS Substation at Drass

Package 2: Design, Manufacturing, Supply, Erection, Testing & Commissioning of below mentioned Substations on Turnkey Basis associated with Strengthening of Transmission System of LPCL under PMDP Scheme-15:-

- i) 220/33 kV GIS Substation at Diskit (Nubra)
- ii) 220kV Line Bay at PGCIL's existing GIS Substation at Phyang

S. No.	Clause No.	Existing Clause	To be Read as
1.	Volume I Section IX (Sample Forms & Procedures)	2. Bid Security Form	Revised Bid Security Form is annexed herewith at Annexure I of Amendment 1 dated 04.03.2020.
2.	N/A	Additional Clarification	Bidders are requested to refer "Pre Bid Clarifications-I" Dated 02.01.2020 issued against Tender Specification No. RECTPCL/PIA/JKPDD/SS-03; Dated 07.11.2020, along with relevant Amendments. The above said Clarifications shall be applicable for both NITs i.e. RECTPCL/PIA/GIS Substation/2019-20/NIT/SS -03/Package-01 & Package-02 both dated 21.02.2020.

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3.	Important Dates Section-I, Invitation For Bids (IFB)		
a)	Starting Date & Time of Bid submission	05/03/2020, till 11:00 Hrs. (IST)	12/03/2020, till 11:00 Hrs. (IST)
b)	Last Date & Time of submission of Bid	09/03/2020, at 15:00 Hrs. (IST)	16/03/2020, at 15:00 Hrs. (IST)
c)	Date of opening of Technical bid	09/03/2020, at 16:00 Hrs. (IST)	16/03/2020, at 16:00 Hrs. (IST)

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Annexure-I to Amendment 1 Dated 04.03.2020

2. BID SECURITY FORM

((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.:

Date:

To: *(insert Name and Address of Employer)*

WHEREAS M/s. *(Insert name of Bidder)*..... having its Registered/Head Office at *(Insert address of the Bidder)* (Hereinafter called "the Bidder") has submitted its Bid for the performance **of the Contract for***(insert name of the Package)* **under***(insert Specification No)*..... (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE *(insert name & address of the issuing bank)* having its Registered/Head Office at*(insert address of registered office of the bank)*..... (hereinafter called "the Bank"), are bound unto*(insert name of Employer)*..... (hereinafter called "the Employer") in the sum of*(insert amount of Bid Security in figures & words)*..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) 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
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or
- (4) 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 executants (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

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(5) 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, in accordance with ITB Clause 35.
- or

(6) In any other case specifically provided for in ITB.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insert date, which shall be the date 30 days after the period of bid validity*)....., and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [*value in words*]_____.
2. This Bank Guarantee shall be valid upto _____ (*validity date*)_____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the Bank

[Signature of the authorized signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

E-mail _____

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Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email_____

Note:

1. Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, in exceptional cases, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”