

**PR No - 502446**

**RFQ - XXXXX**

**Amendment No. 1**

Tender Ref No: Tender Ref No: UGVCL/PROJECT/RDSS/MEHSANA/102

Bidders are hereby requested to note that following amendments & clarifications are made in Various Turnkey Based Contract (Design, Supply and Installation) for Development of Distribution Infrastructure Works for Loss Reduction and Modernization as well as Augmentation at Mehsana District under UGVCL in Gujarat State under Revamped Reforms Based and Result Linked Distribution Sector Scheme”.

Sr. No.	Clause No.	Existing Provision of Clause	Proposed Amendment
1	GCC Clause no. 9.3 Contractor's Responsibility	The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in relevent to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and Sub Contractor's personnel and entry permits for all Contractor's Equipment. <b>Such expenditure incurred by the Employer shall be booked as a part of the project cost, within the overall sanctioned costs under the scheme. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.</b>	The Contractor shall acquire and pay for all permits, approvals and/or licenses <b>which are not covered under GCC Clause 10.3 Employer's Responsibility</b> from all local, state or national government authorities or public service undertakings in relevent to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and Sub Contractor's personnel and entry permits for all Contractor's Equipment.
2	GCC Clause no. 10.3 Employer's Responsibility	The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required	The employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective

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		for the performance by both the Contractor and the Employer of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer).	obligations under the Contract, and (c) are specified in the Amended Appendix (Scope of Works and Supply by the Employer). <b>Such expenditure incurred by the Employer shall be booked as a part of the project cost, within the overall sanctioned costs under the scheme.</b>
3	GCC Clause no. 13 Securities	<p>13.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the SCC.</p> <p>13.2 The Performance Security shall be denominated in the currency or currencies of the Contract and shall be in the form provided in Section 8, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the SCC, or in another form acceptable to the Employer.</p> <p>13.3 The Security shall be valid till 30 days beyond the Defect Liability Period specified in GCC 27 and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 27 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 successful completion of the Defect Liability Period, provided, however, that if the Contractor, pursuant to GCC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the SCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the SCC.</p>	<p>13.1 Issuance of Securities The Contractor/Bidder shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.</p> <p>13.2 Advance Payment Security 13.2.1 The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.</p> <p>13.2.2 The security shall be in the form provided in the Bidding documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor/Bidder from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor/Bidder immediately after its expiration.</p> <p>13.3 Performance Security 13.3.1 The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the SCC.</p> <p>13.3.2 The Performance Security shall be denominated in the currency or currencies of the Contract, and shall be in the form provided in Section 8, Contract Forms,</p>

			<p>corresponding to the type of bank guarantee stipulated by the Employer in the SCC, or in another form acceptable to the Employer.</p> <p>13.3.3 The Security shall be valid till 180 days beyond the Defect Liability Period specified in GCC 27 and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 27 hereof, the Contractor/Bidder shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor/Bidder immediately after successful completion of the Defect Liability Period, provided, however, that if the Contractor/Bidder, pursuant to GCC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the SCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the SCC.</p>
4	SCC Clause 13.3.1	<p>1. The Performance Security amount is [3% &lt;This % age may be modified by Utility taking into account Gol guidelines/ Orders&gt;] of Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p> <p>2. The Additional Performance Security amount is [...%age to be filled in by the Utility pursuant to ITB clause 37.1 ...e.g., the percentage of the bid price more than the percentage specified in the said clause limited to ...xxxx. ] percent of the Contract Price, and the</p>	<p>1. The Performance Security amount is [3% &lt;This % age may be modified by Utility taking into account Gol guidelines/ Orders&gt;] of Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p> <p>2. The Additional Performance Security amount is [...%age to be filled in by the Utility pursuant to ITB clause 37.1 ...e.g., the percentage of the bid price more than the percentage specified in the said clause limited to ...xxxx. ] percent of the Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p>



		Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.	3. The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.
5	Form 4. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'	4.0 You/The JV (use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of ..... (Specify the value) ..... 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.	4.0 You/The JV (use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of ..... (Specify the value) ..... 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.
6	Appendix 1 Terms of Payment	d. Submission of an unconditional & irrevocable Bank Guarantee in favor of Employer for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with Clause 44.1 of Section-3, Part 1 and as per proforma attached with Section 8 of Part 3 (Contract Forms). The said Bank Guarantee shall be initially valid up to 30 (thirty) days after the expiry of warranty period and shall be extended from time to time till thirty (30) days beyond successful completion of warranty period, as may be required under the Contract.	d. Submission of an unconditional & irrevocable Bank Guarantee in favor of Employer for three percent (3%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with Clause 44.1 of Section-3, Part 1 and as per proforma attached with Section 8 of Part 3 (Contract Forms). The said Bank Guarantee shall be initially valid up to 30 (thirty) days after the expiry of warranty period and shall be extended from time to time till thirty (30) days beyond successful completion of warranty period, as may be required under the Contract.
7	Form 6 Performance Security Form	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 ..... of ..... and having its Registered/Head Office at..... address of registered office of the bank)..... do hereby irrevocably guarantee	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 the Employer up to ..... i.e., Three

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		payment to the Employer up to ..... i.e., Ten percent (10%) of the Contract Price until thirty (30) days beyond the Defect Liability Period i.e., up to and inclusive of ..... (dd/mm/yy).	percent (3%) of the Contract Price until thirty (30) days beyond the Defect Liability Period i.e., up to and inclusive of ..... (dd/mm/yy).
8	Form 20 Form of Certificate for Financial Parameter for QR	Financial years was mention 2021-22, 2020-21, 2019-20, 2018-19, 2017-18	Please consider the financial year as <b>2020-21, 2019-20, 2018-19, 2017-18, 2016-17</b>
9	Applicable for all transformers	Clarification regarding Efficiency Level of Transformer	Efficiency Level Star - 1 (Level - 1) as per IS 1180 (PART 1): 2014 and Amendment - 4 thereof.
10	Supply of HDPE (DWC) ducts mentioned in BoQ	HDPE (DWC) ducts & OD / ID of duct	Please consider HDPE Pipe with 110 mm DO as per IS 4984 and amendment thereof.
11	38 X 3 GI Strip	38 X 3 GI Strip for earthing	Please consider 38 X 3 GI Strip for supply and erection both.
12	RoW Clearances for Performance of Contract	Appendix 6 Scope of Works and Supply by the Employer	Appendix 6 Scope of Works and Supply by the Employer (Separately attached herewith)

Encl: Revised Appendix 6 Scope of Works and Supply by the Employer

This amendment duly signed and sealed to be submitted along with technical bid.

**All other terms & Condition of tender remains same.**

Documents are available on website <http://ugvcl.nprocure.com>

(For view, download & on line submission)

Chief Engineer (P&P)  
 R&C Office, Mehsana

**Appendix-6: SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER**

The following personnel, facilities, works and supplies will be provided / supplied by the Employer, and the provisions of GCC 10, 20, 21 and 24 as well as Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 18.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel Charge to Contractor - None  
-----NIL-----

**Facilities Charge to Contractor - None**

RoW Clearances from all local, state or national government authorities or public service undertaking like Railways, R&B, Municipal Corporation, Nagarpalika, Panchayat, Forest Department, Gas Line, BSNL Lines, Farmers, Electrical Inspectorate etc. are in scope of contractor.

**Electricity and Water Charge to Contractor - as noted**

The Contractor shall be entitled to use for the purposes of the facilities such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

Works Charge to Contractor - None  
-----NIL-----

Supplies Charge to Contractor - None  
-----NIL-----