

BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	General	The date of bid opening wherever appearing shall be construed as date of bid submission in context of subject package.
2.	ITB 1.1	Khandukhal Rampura Transmission Limited (KRTL) "OWNER/EMPLOYER" (A Subsidiary company of M/s. Megha Engineering & Infrastructures Ltd.) incorporated under the Companies Act, 1956, having its Registered Office at 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasanth Vihar, Opposite Army Hospital & Referral, New Delhi-110057 has been selected as Transmission Service Provider (TSP) for the "400kV Khandukhal (Srinagar)- Rampura (Kashipur) D/c line with HTLS Conductor and Bay extensions at Khandukhal & Rampura" under Tariff Based Competitive Bidding (TBCB) Route. KRTL acquired one hundred percent (100%) equity shares of "Project specific Transmission Company" alongwith all its related assets and liabilities, will be responsible as TSP to establish "400kV Khandukhal (Srinagar)- Rampura (Kashipur) D/c line" on Build, Own, Operate and Maintain (BOOM) basis. The "Owner KRTL" shall be "Project specific Transmission Company" The "Employer" shall also be "Project specific Transmission Company" Award shall be placed by the Owner/Employer. All eligible payments under the contract for the Package(s) for which this Invitation for Bids is issued shall be made by the Employer. The Owner/Employer shall arrange the fund for this Project. During execution of the Contract(s) for the Package(s), certain post award activities such as engineering, quality assurance & inspection, project monitoring, payment processing etc. may be carried out by KRTL on behalf of the Owner/Employer. KRTL will also be referred to as the "Employer" wherever context requires so. <u>Address of KRTL:</u> Khandukhal Rampura Transmission Limited 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasanth Vihar, Opposite Army Hospital & Referral, New Delhi-110057

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(Thru Board) ----- Mobile: ----- Fax Nos.:- ----- Email: ----- Bidder shall note that all the correspondences shall be made to KRTL only.
3.	ITB 2	For this package, Bid from Joint Venture is permitted.
4.	ITB 2.1	This Invitation for Bids has been extended to all the interested parties who are having relevant qualification requirements for Construction of 400kV D/C Transmission line & 400kV AIS Substation Extension works. Bids are invited from all the interested firms to this Invitation for Bids is issued. The bid has to be submitted by a interested firm as an individual firm/JV as the case may be. Hence provisions pertaining to Joint Venture as contained in Section – II: ITB, Section – VI: Sample Forms and Procedures are applicable. Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33. However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects. For the aforesaid purpose, (i) “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process (ii) "Bidder from a country which shares a land border with India" for this purpose means: - An entity incorporated, established or registered in such a country; or - A subsidiary of an entity incorporated, established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above (iii) The beneficial owner for the purpose of (ii) (d) above will be under: - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has controlling ownership interests or who exercises control through other means Explanation- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights; - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format. Further, the firm has to be a 'Class-I local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any 'Class -I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 60%. Firms who are not 'Class-I local supplier' shall not be eligible to bid. The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying

Sl. No.	ITB Clause Ref. No.	Bid Data Details															
		that the item offered meets the Local Content requirement for 'Class -I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in the event of award of contract on 'Class -I local supplier', the Class -I local supplier' shall be required to re-submit the aforesaid certificate(s) based on the finalized contract price. Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time. Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below: <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Event</th><th>Period for which bid(s) shall be considered as non-responsive/ not eligible</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Termination of Contract due to Contractor's default</td><td>1 year</td></tr> <tr> <td>2.</td><td>Encashment of CPG due to non-performance</td><td>1 year</td></tr> <tr> <td>3.</td><td>Repeated failure of major Equipment while in service</td><td>1 year</td></tr> <tr> <td>4.</td><td>Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing</td><td>1 year</td></tr> </tbody> </table>	Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible	1.	Termination of Contract due to Contractor's default	1 year	2.	Encashment of CPG due to non-performance	1 year	3.	Repeated failure of major Equipment while in service	1 year	4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing	1 year
Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible															
1.	Termination of Contract due to Contractor's default	1 year															
2.	Encashment of CPG due to non-performance	1 year															
3.	Repeated failure of major Equipment while in service	1 year															
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing	1 year															

Sl. No.	ITB Clause Ref. No.	Bid Data Details		
			Contract	
		5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year
		6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)	Till the firm comes out of Resolution process.
		<i>*For the purpose of working out 50% of the Contract, following shall be taken into account:</i> <i>(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i> <i>(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i> The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.		
5.	ITB 2.5	This Invitation for Bids has been extended to the 400kV AIS Substation Extension contractors as under: a) 400kV AIS Substation Extension parties meeting the minimum qualification criteria mention herein the documents b) 400kV Transmission line parties meeting the minimum qualification criteria mention herein the documents		
6.	ITB 5.1	18. Form of Safety Plan to be submitted by the Contractor within thirty days of award of contract.		
7.	ITB 5.1	Volume – III: Bid Form & Price Schedules		
8.	ITB 5.1	20. Form of Material Acceptance Certificate 23. Form of Performance Security (<i>To be submitted by the Contractor opting for submission of Performance Security with Initial Validity of 5 Years in accordance with clause GCC 9.3.1.1</i>)		

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		24. Format of value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer (to be submitted during contract execution). 26. Performance Security Form
9.	ITB 5.4	The Bidding Documents can be obtained on remittance of fee-----all the interested/qualified bidders.
10.	ITB 5.5	Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/202 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authority mentioned above in accordance with the relevant notifications/orders. Further, in line with Ministry of MSME Notification dated 19/01/2022, all the existing enterprises registered under EM-Part-II or UAM, prior to 30th June, 2020, shall be valid upto 31st March 2022.
11.	ITB 6.1	Address of the Employer: Khandukhal Rampura Transmission Limited 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasanth Vihar, Opposite Army Hospital & Referral, New Delhi-110057 (Thru Board) ----- Mobile: +91- ----- Fax Nos.: +91----- Email: -----
12.	ITB 6.1	The Employer will respond through the portal ----- to any request for clarification or modification of the Bidding Documents that it receives no later than Seven (07) days prior to the original deadline for submission of bids prescribed by the Employer.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
13.	ITB 6.4	Supplementing Clause ITB 6.4 with the following: <u>Venue, date and time for Pre-bid Meeting:</u> The Bidder's designated representatives are invited to attend a pre-bid meeting, which will take place through Video Conferencing. The web link to join the meeting is as follows: Date of pre-bid conference: ----- Time: ----- Hours (IST) onwards Kind Attn.: ----- Telephone Nos.: (Thru Board) ----- Mobile: ----- Fax Nos.: ----- Email: -----
14.	ITB Clause 9 (I) (i) & (ii) and 9.1 (b) (i) & (ii)	(ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II.
15.	ITB Clause 9	) (ix) Affidavit signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director and attested/ notarized by a Magistrate/ Notary for correctness of all the information/details/ data/documentary evidences etc. as submitted by the bidder are correct. (x) Bidders shall also submit (i) Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page. (xi) Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) Certificate from statutory auditor or cost

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order. Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.
16.	ITB Clause 9	II. Soft Copy Soft copy of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein. (a) <u>As part of First Envelope</u> (i) Programmed file -Attachments (Bid Form including attachment to QR) in MS Excel format & its revision covering various attachments, Integrity Pact and bid form for first envelope. (ii) Scanned copies of all the documents mentioned at 15.4 of ITB (b) <u>As part of Second Envelope</u> (i) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.
17.	ITB 9.1 (b) (ii)	Replace ITB 9.1 (b) (ii) with the following: (ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II
18.	ITB Clause 9.1	Insert the following under title First Envelope after Sl. No. (b) (vii) viii) Affidavit signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director and attested/ notarized by a Magistrate/ Notary for correctness of all the information/details/data/documentary evidences etc. as submitted by the bidder are correct. ix) Bidders shall also submit (i) Authorization certificate issued by

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page. x) Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order.
19.	ITB 9.2	Alternative bids shall not be permitted.
20.	ITB 9.3 (a)	Bidder shall submit soft copy of following documents by uploading on the portal -----of M/s. Fichtner Consulting Engineers (India) Pvt.Ltd, 9th Floor, Menon Eternity, 165, St.Mary's Road, Alwarpet, Chennai - 600018 (Fichtner) and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 9.1 above along with its Techno - Commercial Part (First Envelope): (a) Attachment 1: Bid Security or Online Payment Acknowledgement towards Bid Security (if required) or documentary evidence in support of exemption of Bid Security (<i>submission of Hard Copy in "Original" for Bid Security and in "Copy" for documentary proof in support of exemption and Online Payment Acknowledgement towards Bid Security</i>) A bid security or Online Payment Acknowledgement towards 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 in original or a copy of Online Payment Acknowledgement towards Bid Security or copy documentary evidence in support of exemption of Bid Security.
21.	ITB 9.3	Bidder is required to provide complete and precise information in the bid along with supporting documentary evidences, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected without any consideration. Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder's responsibility to respond with such clarity that will ensure KRTL not to misinterpret the bid.
22.	ITB 9.3 (o)	Integrity Pact must be submitted in physical form at the address given at ITB 16.2 a) at or before ---- Hrs. on -----.
23.	ITB 9.3(q)	Add a new sub-clause i.e. ITB 9.3(q) (v) as follows: (v) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country.
24.	ITB Clause 9.3 (v), (w), (x), (y), (z) (aa), (bb) & (cc)	(v) Attachment 21: Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products (<i>submission of Hard Copy in 'Original' on Domestic Manufacturer's letter head</i>) Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published "<i>Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement</i>". The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any. In case the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods as under the package are sourced from domestic manufacturers other than the bidder, the bidder shall furnish Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, as part of its bid. Bidder's failure to submit the Authorization certificate duly signed in Original along with the Bid or subsequently pursuant

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid. (w) Attachment 22: Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products (<i>submission of Hard Copy in 'Original'</i>) to be submitted on a non-judicial stamp paper of Rs. 100/-. In line with the aforesaid policy mentioned at (v) above, the bidder shall submit the Affidavit of self-certification, in original, to KRTL declaring that the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs. 100/-. In case the Iron & Steel Products are sourced by the bidder, then the Affidavit of self-certification shall be issued by the bidder. Further, in case the Iron & Steel Products are also to be sourced from Domestic manufacturers other than the bidder, the Affidavit of self-certification shall be issued by the said Domestic Manufacturer(s). Bidder's failure to submit the Affidavit of Self certification duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid. Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and KRTL. (x) Attachment – 23: Affidavit (<i>submission of Hard Copy in 'Original'</i>) signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director and attested/ notarized by a Magistrate/ Notary for correctness of all the information/details/data/documentary evidences etc. as submitted by the bidder are correct. (y) Attachment – 24: Confirmation regarding furnishing Declaration regarding Non-Participation as a Bidding Company or as a member of any Bidding Consortium in Transmission Project under Tariff Based Competitive Bidding Route (as per Form No. 24, Section-VI of Volume-I of the bidding Documents)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(z) Attachment 25: Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1 (<i>In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture</i>) (aa) Attachment 26: Certification by the Bidder as per DoE Order in line with ITB Clause 2.1 (<i>In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture</i>) (bb) Attachment 27: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order and MoP Order, if applicable (<i>submission of Hard Copy in 'Original'), to be submitted on a non-judicial stamp paper of Rs. 100/-.</i> In line with the PPP-MII order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, indicating the percentage of Local Content and certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order, on a non-judicial stamp paper of Rs. 100/-. Further, Self certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact. Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate. (cc) Attachment 28: Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP Order, if applicable (<i>submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/ cost accountant/chartered accountant.</i> In line with the PPP-MII order and MoP Order, the bidder shall submit certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, on the letter head of the auditor/chartered accountant.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Further, auditor's/ accountant's certificates (as the case may be) submitted by the Bidder may be may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact. Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.
25.	ITB 11.5	Replace ITB 11.5 with the following: Prices quoted by the Bidder shall be on 'Firm' basis during the entire currency of contract and shall not be subject to price variation, what-so-ever during contract execution. All the relevant clauses pertaining to price variation/adjustment, wherever appearing in the Bidding Documents, stand deleted.
26.	ITB 13.1	Replacing the 2nd para of ITB 13.1 with the following: Micro and Small Enterprises (MSEs) registered Udyam Registration Portal as specified by Ministry of Micro, Small and Medium 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, and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders. Further, in line with Ministry of MSME Notification dated 19/01/2022, all the existing enterprises registered under EM-Part-II or UAM, prior to 30th June, 2020, shall be valid upto 31st March 2022.
27.	ITB 13.1	Amount of Bid Security: Rs. 2,00,00,000/- (Rupees Two Crores only) for Package.
28.	ITB 13.2	Alternatively, if bid security is to be submitted in favor of KRTL, the same can be submitted as online payment through KHANDHUKHAL-RAMPURA Transmission Limited----- a link of which is

Sl. No.	ITB Clause Ref. No.	Bid Data Details										
		provided on the KRTL website ----- . While making online payment towards Bid Security, the bidder shall choose Segment as “Suppliers” and fill in details as follows: <table><tr><td>Payment Category</td><td>EMD</td></tr><tr><td>Sub-category</td><td>EMD payment-CC#</td></tr><tr><td>Name of Depositor</td><td>Name of the Bidder (<i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>)</td></tr><tr><td>Vendor Code, if applicable</td><td>KRTL vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)</td></tr><tr><td>Payment Remarks</td><td>Bid Security for [enter the name of the package]</td></tr></table> The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only. Bid Security shall be valid upto 19.12.2022, or any other date as subsequently requested under ITB Sub-Clause 14.2. The Bid Security shall be in favour of payable at Khandukhal Rampura Transmission Limited, Hyderabad	Payment Category	EMD	Sub-category	EMD payment-CC#	Name of Depositor	Name of the Bidder (<i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>)	Vendor Code, if applicable	KRTL vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)	Payment Remarks	Bid Security for [enter the name of the package]
Payment Category	EMD											
Sub-category	EMD payment-CC#											
Name of Depositor	Name of the Bidder (<i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>)											
Vendor Code, if applicable	KRTL vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)											
Payment Remarks	Bid Security for [enter the name of the package]											
29.	ITB 13.3	Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1), 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.										
30.	ITB 14.1	Bids shall remain valid for the period of Six (06) months after the last date of bid submission. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.										
31.	ITB 15.1	<u>Replace ITB clause 15.1 with the following:</u> The bidder shall prepare the bid in the manner indicated in ITB Clause 9.0 and submit the bid in following manner:										

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<u>First Envelope:</u> (i) The soft copy of the bid consisting of the documents listed in ITB Clause 9 including relevant scanned documents (refer ITB Clause 15.4) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances. (ii) <u>Hard copy of followings:</u> a) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II b) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope; c) Power of Attorney as per Clause 9.3 (b); d) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope. e) Affidavit signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director and attested/ notarized by a Magistrate/ Notary for correctness of all the information/details/data/documentary evidences etc. as submitted by the bidder are correct. f) Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page. g) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page and Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order. <u>Second Envelope:</u> The soft copy of the price schedules as per ITB Clause 11 to be uploaded on the portal. Submission of Soft Copy of any documents by any other means

Sl. No.	ITB Clause Ref. No.	Bid Data Details																					
		shall not be accepted by the Employer in any circumstances.																					
32.	ITB 15.4	Supplementing ITB clause 15.4 with the following: The List of following additional documents shall be scanned & uploaded on the portal as per table given below: <table border="1"> <thead> <tr> <th>S. N.</th><th>Description of Documents</th><th>Name of File to be uploaded on the portal</th></tr> </thead> <tbody> <tr> <td></td><td>....</td><td></td></tr> <tr> <td>20.</td><td>MSE owned by women</td><td>MSE_Women certificate.pdf</td></tr> <tr> <td>21.</td><td>Online Payment Acknowledgement towards Bidding Document fee</td><td>Tender_fee_receipt.pdf</td></tr> <tr> <td>22.</td><td>Online Payment Acknowledgement towards Bid Security</td><td>Bid_Security_receipt.pdf</td></tr> <tr> <td>23.</td><td>Declaration regarding non-participation in the bidding process of the BPC</td><td>Decl_non-par.pdf</td></tr> <tr> <td>24.</td><td>Other Documents</td><td>other.pdf</td></tr> </tbody> </table>	S. N.	Description of Documents	Name of File to be uploaded on the portal				20.	MSE owned by women	MSE_Women certificate.pdf	21.	Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf	22.	Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf	23.	Declaration regarding non-participation in the bidding process of the BPC	Decl_non-par.pdf	24.	Other Documents	other.pdf
S. N.	Description of Documents	Name of File to be uploaded on the portal																					
																							
20.	MSE owned by women	MSE_Women certificate.pdf																					
21.	Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf																					
22.	Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf																					
23.	Declaration regarding non-participation in the bidding process of the BPC	Decl_non-par.pdf																					
24.	Other Documents	other.pdf																					
33.	ITB 16.1	<u>Replace ITB Clause 16.1 with the following:</u> The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1& 15.4 above) and submit the Bid Security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security (as applicable) (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner. Envelope – 1: Bid Security/ Online Payment Acknowledgement towards Bid Security/ documentary evidence in support of exemption of Bid Security Envelope – 2 Integrity Pact Envelope – 3: Power of Attorney, Joint Venture Agreement (as applicable) and Power of Attorney of Joint Venture Agreement (as applicable) and Joint Deed of Undertaking (as applicable) and any other documents as required (refer para 15.1 above). Envelope –4: Safety Pact																					

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Envelope -5: Affidavit signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director and attested/ notarized by a Magistrate/ Notary for correctness of all the information/details/data/documentary evidences etc. as submitted by the bidder are correct. Envelope -6: Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products, Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products. Envelope -7: Affidavit of Self certification regarding Minimum Local Content under PPP-MII order and MoP Order, if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII order and MoP Order, if applicable. The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the Section - II: Instruction to Bidders bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.
34.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, and ITB 20.1	Address for submission of Hard copy of Documents; Address in Person or by Post: Khandukhal Rampura Transmission Limited, 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasanth Vihar, Opposite Army Hospital & Referral, New Delhi-110057 The deadline for <u>Soft copy part of the bid</u> submission is Date: ----- [Time: 1100 hrs. [Indian Standard Time (e-procurement server time)]. <u>Bid submission timelines will be defined as per the e-Procurement server clock only.</u> Deadline for submission of Hard copy of Documents

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Date ----- Time: up to 1100 hrs. [Indian Standard Time] Bid Title: Construction of “400kV Khandukhal (Srinagar)- Rampura (Kashipur) D/c line” - 194 Km with Twin HTLS conductor along with associated 400kV AIS S/S Extension Package SS01 for (i) Extn. of 400kV Rampura (Kashipur) S/S including 400kV class Line Reactor and (ii) Extn. of 400kV Khandukhal (Srinagar) S/S” under Turnkey basis - Bids invited by M/s. Khandukhal -Rampura Transmission Limited (hereafter referred as KRTL) Spec. No.: KRTL/TBCB/400kV/ Khandhukhal & Rampura/G1 Dated:----- Bids shall be opened privately by the Employer. The reference to date of bid opening, wherever, appearing in the Bidding Documents, shall be read as the last date of bid submission, unless the context requires so.
35.	ITB 16.3	Bid Securities or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, Integrity Pact and the Safety Pact in original etc. shall be submitted in separate superscribed envelopes (one for DD towards Bidding Document, one for Bid Security, one for Integrity Pact and one for Safety Pact etc. as per ITB Cl. 16.1) alongwith <u>First Envelope</u>. Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope. All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.” In case, pursuant to Ministry of Finance, GOI’s Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope.
36.	ITB 16.3	The Account details of KRTL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

Sl. No.	ITB Clause Ref. No.	Bid Data Details									
		<table border="1"> <tr> <th>Name of the Bank and Address</th><th>IFSC Code</th><th>KRTL Current A/c No.</th></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table> Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform. In case of Bank Guarantee (towards Bid Security) verification through SFMS facility of ----- Bank, the applicant has to also provide a unique identifier of KRTL to the issuing bank, while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of KRTL-----. In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in ITB Clause 13.	Name of the Bank and Address	IFSC Code	KRTL Current A/c No.						
Name of the Bank and Address	IFSC Code	KRTL Current A/c No.									
37.	ITB 17.1	Soft copy of the bid shall be uploaded through the portal ----- of M/s. M/s. Fichtner Consulting Engineers (India) Pvt.Ltd, 9th Floor, Menon Eternity, 165, St.Mary's Road, Alwarpet, Chennai - 600018 (Fichtner) at or before the submission time and date as stipulated in the bidding document. Hard copy of Bid Document fees, Bid Security in accordance with clause 13 of ITB, Section-II in separate envelope, Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) (as applicable), JDUs (as applicable), other documents as mentioned in ITB; and Affidavit for correctness must be received by the Employer at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the BDS. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.									
38. `	ITB 17.2.1	- The e-mail IDs are as follows: Email Address: -----									
39.	ITB 19.2	The Bidder's modifications shall be done and submitted as follows:									

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(i) VOID (ii) Soft copy of the entire bid if any modification is there.
40.	ITB 20.1	Replace the clause 20.1 with the following: The Employer will open the First Envelope i.e. Techno - Commercial Part privately, including withdrawals and modifications made pursuant to ITB Clause 19. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.
41.	ITB 20.2	Replace the clause 20.2 with the following: Envelopes marked “Withdrawal” shall be opened first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 19 shall not be opened. Softcopy of such bid shall be sent to archive unopened and hard part of the bid shall be returned to the bidder unopened.
42.	ITB 20.3	Replace the clause 20.3 with the following: Opening of bid by the Employer, whether or not accompanied with the Tender Fee and/ or bid security and/ or Integrity Pact and/or Safety Pact, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in Section-II. On behalf of Employer, the Integrity Pact will be signed by its representative. One original of the Integrity Pact will be retained by Employer and the other original will be returned to the Bidders by post/courier.
43.	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 following 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), 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 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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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. In case of non-submission of documents related to/identified in Attachment-11 {‘Information regarding ex-employee(s) of Employer in Bidder’s firm’}, the Employer may give the Bidder not more than 7 working days’ notice to rectify/furnish such documents, failing which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard.
44.	ITB 22.3	Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder’s bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the successful Bidder’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
45.	ITB 22.3.1	Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5 (Contractor’s Responsibilities), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 39 (Arbitration) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.
46.	ITB 23.1	The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		qualified, as per the Qualification Requirement specified in Annexure – A (BDS) to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer’s interpretation of the Qualification Requirement shall be final and binding. The Employer also reserves the right to verify the Qualification data requirement by physical visit, and/or through Indian Embassy in case of data of foreign origin, or any other means as it may consider appropriate. Notwithstanding the above, criteria as per ITB Clause 23.2 shall also be required to be met.
47.	ITB 23.2	The determination will take into account the Bidder’s financial, technical capabilities including production capabilities, in particular the Bidder’s contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of Annexure -A (BDS). The determination will also take into account the history of accidents in which the Bidder is involved in the contracts with the Employer as under: If there is re-occurrence of fatal accidents after the third fatal accident during the financial year, bids submitted by such bidder for all packages whose date of bid opening, originally scheduled and/or actual, falls within the one year reckoned from the date of the last fatal accident, shall be considered non-responsive. For the aforesaid purpose, the count for number of fatal accidents shall be financial year wise (year ending March). The Employer shall be the sole judge in this regard. Further, the count of bids for five (05) packages to be considered non-responsive on account of occurrence of third fatal accident shall be subsequent to the count of bids for three (03) packages to be considered non-responsive on account of occurrence of second fatal accident. However, once the bids are considered non-responsive for

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		one year reckoned from the date of re-occurrence of fatal accidents after the third fatal accident, the provisions for non-responsiveness due to second/third fatal accident shall be superseded by the aforesaid. Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such bidders as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/ Suppression of facts/ related information in regard to accident by the Bidder. In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by partner(s) of the JV who was responsible for the execution of the said works as per their scope under the Contract. In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred. In case of the bidder's failure to submit its Board Resolution, after review of fatal accidents in any on-going Contracts with the Employer, along with the action plan for avoidance of such incidences to the Employer and/or in case the CEO of the Bidder does not apprise the KRTL APEX SAFETY BOARD of the cause of Fatal accident and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of fatal accidents plus the extended period of 4 weeks as brought out in GCC, their bids shall be treated as non-responsive till completion of the above actions.
48.	ITB 23.2.1	Supplement ITB clause 23.2 with the following 23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS),

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Section-III, Volume-I of Bidding Documents) for various packages to be considered for award [shall mean the package(s) for which award has been placed on that Bidder/ Bidder is under the zone of consideration for award of the package(s)] during such Financial Year (i.e. April to March) shall not exceed 1.5 (one and half) times the Average Annual Turnover (AAT) of the Bidder worked out. However, the award of contracts as above shall be further restricted to the Balance Bid Capacity (i.e., Bid Capacity net of works under execution), as declared by the bidder itself in its bid as per clause ITB 23.2.1.1 below. 23.2.1.1 Pursuant to clause ITB 23.2.1, the award of contract on a bidder shall be further restricted based on Balance Bid Capacity of a Bidder. The Balance Bid Capacity shall be based on declaration by Power of Attorney Holder and KMP of the bidder in the bid based on the following formulae: Balance Bid Capacity (in Rs) = 3T-B, where T = Maximum value of Transmission & Distribution (T&D) works (including substation, transmission lines, distribution for all verticals), executed in any one financial year during the last 5 financial years taking into account the completed as well as the works in progress. B = Value of existing commitments and ongoing similar works yet to be completed as on the 1st date of quarter of the financial year in which the bids are opened. 23.2.1.2 The Employer may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate. 23.2.2 Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package. For the above purpose, the bidder shall also submit a declaration in Attachment 25. 23.2.3 VOID. 23.2.4 The Bidder shall note that if at any stage, they have been found

Sl. No.	ITB Clause Ref. No.	Bid Data Details					
		to resort to unethical practices inter-alia including any 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.					
49.	ITB 23.5 & ITB 23.6	Add new sub Clause 23.5 & 23.6 as under: 23.5 In case of new bidders, assessment shall be done as per the provisions of Qualification Requirement for the Bidder, enclosed as Annexure-A (BDS) taking into consideration all relevant aspects. The bidder’s capacity and capability for award of Contract(s) shall be based on such assessment. 23.6 For all above purposes, Employer shall be sole judge in this regard.					
50.	ITB 24.1 (b)	Supplementing ITB clause 24.1(b) with the following: The maximum losses permissible for 80 MVAR, 420kV, 3-Phase Shunt Reactor offered by the bidder is stipulated in the Technical Specifications, Volume-II of the Bidding Documents. Any bid with deviations to the above shall be considered non-responsive.					
51.	ITB 24.1 (c)	The Time for Completion shall be as under: <table><tr><th>Description</th><th>Duration in Months from the date of Notification of Award</th></tr><tr><td>400kV Khandukhal (Srinagar)- Rampura (Kashipur) D/c line with HTLS Conductor and Bay extensions at Khandukhal & Rampura”</td><td>15 (Fifteen) months</td></tr></table>		Description	Duration in Months from the date of Notification of Award	400kV Khandukhal (Srinagar)- Rampura (Kashipur) D/c line with HTLS Conductor and Bay extensions at Khandukhal & Rampura”	15 (Fifteen) months
Description	Duration in Months from the date of Notification of Award						
400kV Khandukhal (Srinagar)- Rampura (Kashipur) D/c line with HTLS Conductor and Bay extensions at Khandukhal & Rampura”	15 (Fifteen) months						
52.	ITB 25.1	Replace the clause 25.1 with the following: The Second Envelope i.e., Price Part of only those Bidders shall be					

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Employer to such Bidders and the <u>Second Envelope</u> submitted by them shall be sent to archive unopened and Bid Security shall be returned.
53.	ITB 25.2	<u>Second Envelope</u> i.e., Price Part shall be opened privately by the Employer.
54.	ITB 27.4 (b)	Stand deleted as Functional Guarantees are not applicable.
55.	ITB 27.4 (c)	Applicable for 80 MVAR, 420kV, 3-Phase Shunt Reactor .
56.	ITB 27.5(c)	Supplement the ITB 27.5 (c) with the following: For the purpose of evaluation, no adjustment to the bid price towards performance guarantees is applicable.
57.	ITB 28.1	Supplementing Sub Clause ITB 28.1 No margin of purchase preference will be allowed in evaluation and comparison of bids.
58.	ITB 28.2	No margin of domestic preference will be allowed in evaluation and comparison of bids.
59.	ITB 30.1	Information relating to the examination, clarification, and evaluation of Bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid submission to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to its Bid, it should do so in writing.
60.	ITB 31.1	Subject to ITB Clause 32, the Employer will select the bidder(s) for the Package(s) found to be techno-commercially responsive, qualified and lowest evaluated Bidder(s) having requisite capacity and capability to perform the Contract in the event of award for associating with KRTL for scope of work covered under the Package(s) for the purpose of bidding for the Project under TURNKEY route named in Section – I: Invitation for Bids.
61.	ITB 31.3	At the time of Award of Contract, the Employer reserves the right to vary the quantity of any of the Plant and Equipment (including mandatory Spares)
62.	ITB 33.2	

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its Bid was not selected.
63.	ITB 35.1	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. 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.

----- End of Section-III (BDS) -----