

**SECTION – III**

**BID DATA SHEETS (BDS)**

**Construction of a building for TLM Office and Security Toilet at Palakkad S/S premises.**

Ref No : **SRTS-II/C&M/WC-4051/2024**

SPECIFICATION NO. : **SR2/NT/W-CIVIL/DOM/C00/24/15346**

## 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   |
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| 1.      | ITB 1.1             | POWERGRID has consented to undertake <b>Construction of a building for TLM Office and Security Toilet at Palakkad S/S premises.</b>  |
| 2.      | ITB 1.1             | <b>The Owner/Employer is:<br/>Power Grid Corporation of India Ltd.,<br/>Southern Region Transmission System-II,<br/>Near RTO Test Driving Track, Singanayakanahalli,<br/>Yelahanka Hobli,<br/>Bangalore – 560 064</b>  |
| 3.      | ITB 2.0             | <b>Supplementing ITB clause 2:</b><br><br>For this package, Bid from Joint Venture is not permitted.   |
| 4.      | ITB 2.1             | <b>Replacing ITB clause 2.1 with the following:</b><br><br>This Invitation for Bids, issued by the Purchaser is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Purchaser.<br><br>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). <b>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.</b><br><br>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.<br><br>For the aforesaid purpose,<br><br>(i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated |

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|         |                     | <p>hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process</p> <p>(ii) "Bidder from a country which shares a land border with India" for this purpose means:</p> <ol style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian ( or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol> <p>(iii) The beneficial owner for the purpose of (ii) (d) above will be under:</p> <ol style="list-style-type: none"> <li>1. 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</li> </ol> <p>Explanation-</p> <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company</li> <li>b. "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;</li> <li>2. 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;</li> <li>3. 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 individuals;</li> <li>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</li> <li>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.</li> </ol> <p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> |

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|         |                     | <p>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.</p> <p>The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.</p> <p><b>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 04/06/2020 (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 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.</b></p> <p><b>This Invitation for Bids issued by the Purchaser is for Class-I Local suppliers only. Firms who are not Local Suppliers including Class-II Local suppliers shall not be eligible to bid.</b></p> <p><b>'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to or more than 50%.</b></p> <p><b>Firms who are not 'Class-I local supplier' shall not be eligible to bid.</b></p> <p>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 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 case price reduction during e-RA, the 'Class -I local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices.</p> <p><b>Firms, who are executing contract(s) or has executed contract(s) in the past for the Purchaser (Owned as well as</b></p> |

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|---------|---|--|---------|-------|---|----|--|---------------|----|---|---------------|----|---|---|----|--|---------------|----|---|---------------|----|---|--|
|         |   | <p data-bbox="511 260 1461 420"><b>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 Purchaser of such event as below:</b></p> <table border="1" data-bbox="527 483 1461 1417"> <thead> <tr> <th data-bbox="527 483 609 640">Sr. No.</th> <th data-bbox="609 483 1120 640">Event</th> <th data-bbox="1120 483 1461 640">Period for which bid(s) shall be considered as non-responsive/ not eligible</th> </tr> </thead> <tbody> <tr> <td data-bbox="527 640 609 724">1.</td> <td data-bbox="609 640 1120 724"><b>Termination of Contract due to Contractor's default</b></td> <td data-bbox="1120 640 1461 724"><b>1 year</b></td> </tr> <tr> <td data-bbox="527 724 609 808">2.</td> <td data-bbox="609 724 1120 808"><b>Encashment of CPG due to non-performance</b></td> <td data-bbox="1120 724 1461 808"><b>1 year</b></td> </tr> <tr> <td data-bbox="527 808 609 892">3.</td> <td data-bbox="609 808 1120 892"><b>Repeated failure of major Equipment while in service</b></td> <td data-bbox="1120 808 1461 892"><b>To be determined on case to case basis</b></td> </tr> <tr> <td data-bbox="527 892 609 1018">4.</td> <td data-bbox="609 892 1120 1018"><b>Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</b></td> <td data-bbox="1120 892 1461 1018"><b>1 year</b></td> </tr> <tr> <td data-bbox="527 1018 609 1249">5.</td> <td data-bbox="609 1018 1120 1249"><b>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</b></td> <td data-bbox="1120 1018 1461 1249"><b>1 year</b></td> </tr> <tr> <td data-bbox="527 1249 609 1417">6.</td> <td data-bbox="609 1249 1120 1417"><b>Firm has been referred to NCLT under Insolvency &amp; Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)</b></td> <td data-bbox="1120 1249 1461 1417"><b>Till the firm comes out of Resolution process</b></td> </tr> </tbody> </table> <p data-bbox="511 1449 1461 1512"><i>*For the purpose of working out 50% of the Contract, following shall be taken into account:</i></p> <p data-bbox="527 1543 1461 1606"><i>(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i></p> <p data-bbox="527 1638 1461 1701"><i>(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></p> <p data-bbox="511 1732 1461 1837"><b>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.</b></p> | Sr. No. | Event | Period for which bid(s) shall be considered as non-responsive/ not eligible | 1. | <b>Termination of Contract due to Contractor's default</b> | <b>1 year</b> | 2. | <b>Encashment of CPG due to non-performance</b> | <b>1 year</b> | 3. | <b>Repeated failure of major Equipment while in service</b> | <b>To be determined on case to case basis</b> | 4. | <b>Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</b> | <b>1 year</b> | 5. | <b>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</b> | <b>1 year</b> | 6. | <b>Firm has been referred to NCLT under Insolvency &amp; Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)</b> | <b>Till the firm comes out of Resolution process</b> |
| Sr. No. | Event   | Period for which bid(s) shall be considered as non-responsive/ not eligible  |         |       |   |    |  |               |    |   |               |    |   |   |    |  |               |    |   |               |    |   |  |
| 1.      | <b>Termination of Contract due to Contractor's default</b>  | <b>1 year</b>  |         |       |   |    |  |               |    |   |               |    |   |   |    |  |               |    |   |               |    |   |  |
| 2.      | <b>Encashment of CPG due to non-performance</b>   | <b>1 year</b>  |         |       |   |    |  |               |    |   |               |    |   |   |    |  |               |    |   |               |    |   |  |
| 3.      | <b>Repeated failure of major Equipment while in service</b>   | <b>To be determined on case to case basis</b>  |         |       |   |    |  |               |    |   |               |    |   |   |    |  |               |    |   |               |    |   |  |
| 4.      | <b>Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</b>  | <b>1 year</b>  |         |       |   |    |  |               |    |   |               |    |   |   |    |  |               |    |   |               |    |   |  |
| 5.      | <b>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</b> | <b>1 year</b>  |         |       |   |    |  |               |    |   |               |    |   |   |    |  |               |    |   |               |    |   |  |
| 6.      | <b>Firm has been referred to NCLT under Insolvency &amp; Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)</b>                                 | <b>Till the firm comes out of Resolution process</b>   |         |       |   |    |  |               |    |   |               |    |   |   |    |  |               |    |   |               |    |   |  |

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|----------------------------|---|--|------------------|------------|--------------|---------------------------|-------------------|---|----------------------------|---|-----------------|---|
| 5.                         | ITB 4.2   | Replacing ITB clause 4.2 with the following:<br>The bidder has to ensure his registration with POWERGRID on the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> . The said registration shall be Free of Cost.  |                  |            |              |                           |                   |   |                            |   |                 |   |
| 6.                         | ITB 5.1   | Section VI Sample Forms and Procedures (FP) deleted  |                  |            |              |                           |                   |   |                            |   |                 |   |
| 7.                         | ITB 5.1   | <b>Replace last line with</b><br><br><b>Volume – III: Bid Form</b>   |                  |            |              |                           |                   |   |                            |   |                 |   |
| 8.                         | ITB 5.4   | <p><b>Replacing ITB clause 5.4 with the following:</b></p> <p>All the Bidders except those exempted pursuant to ITB Sub-Clause 5.5 shall submit along with the hard copy part of bid a nonrefundable fee as stipulated in the BDS towards the cost of Bidding Documents in the form of demand draft in favour of Power Grid Corporation of India Ltd., payable at Bangalore.</p> <p>Alternatively, the non-refundable fee towards the cost of Bidding documents can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY - <a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website <a href="http://www.powergridindia.com">www.powergridindia.com</a>. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details as follows:</p> <table border="1"> <tr> <td>Payment Category</td> <td>Tender fee</td> </tr> <tr> <td>Sub-category</td> <td>Tender fee payment-SR-II#</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>POWERGRID 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>Tender fee for ..... [<i>enter the name of the package</i> ]</td> </tr> </table> <p>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.</p> <p>Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 21.1, except as exempted in ITB Sub-Clause 5.5 below, shall lead to outright rejection of the Bid.</p> <p><b>The nonrefundable fee towards the cost of Bidding Documents shall be INR 2000/- inclusive of GST.</b></p> | Payment Category | Tender fee | Sub-category | Tender fee payment-SR-II# | 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 | POWERGRID 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 | Tender fee for ..... [ <i>enter the name of the package</i> ] |
| Payment Category           | Tender fee  |  |                  |            |              |                           |                   |   |                            |   |                 |   |
| Sub-category               | Tender fee payment-SR-II#   |  |                  |            |              |                           |                   |   |                            |   |                 |   |
| 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 | POWERGRID 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            | Tender fee for ..... [ <i>enter the name of the package</i> ]   |  |                  |            |              |                           |                   |   |                            |   |                 |   |

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| 9.      | ITB 5.5             | <p><b>Supplementing ITB 5.5 with the following:</b></p> <p>The bidders registered with Micro and Small Enterprises (MSEs) in UDYAM Portal and as specified by Ministry of Micro, Small and Medium Enterprises, are exempted for 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.</p> <p>However, the bidder will have to submit the valid copy of registration (as on actual date of bid opening) with <b>Udyam and Bid Securing Declaration</b> in Separate Envelope (Hard Copy). Under MSE category, Service Providers for services are eligible for exemption from EMD during bid submission. Further, the MSE bidder shall be required to submit the EMD / Bid Security in case their bid is evaluated as L-1.</p> <p>In case of dishonoring the conditions of Bid Securing Declaration as stipulated in the Bid Securing Declaration, 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><del>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 01/06/2020 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 authority mentioned above in accordance with the relevant notifications/orders.</del></p> <p><del>In case of bid submitted by a Joint Venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements in Annexure A (BDS), all partners of the joint venture shall be MSEs to consider its bid as bid from MSE. Further, JV bidder with at least one non-MSE partner (whether lead or other partner) shall not be eligible for the benefit available to the MSE bidders</del></p> |
| 10.     | ITB 6.1             | <p><b>Address of the Employer:</b><br/> Power Grid Corporation of India Ltd.,<br/> Southern Region Transmission System-II,<br/> Near RTO Test Driving Track, Singanayakanahalli,<br/> Yelahanka Hobli, Bangalore - 560 064.</p>   |

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|         |                            | <p><b>Kind Attn : Sr.General Manager [C&amp;M]</b><br/>Tel: 080-23093725/727, Fax: 080-23093726</p> <p>Further bidder may post their clarification/query to the following emails:</p> <p><a href="mailto:sr2candm@powergrid.co.in">sr2candm@powergrid.co.in</a>/<a href="mailto:bikramdas@powergrid.in">bikramdas@powergrid.in</a></p>   |
| 11.     | ITB 6.1                    | <p><b>Replace line 9 to 14 of para 6.1 as below:</b></p> <p>The Employer will respond through the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> 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 Purchaser.</p>   |
| 12.     | ITB 6.4                    | <p><b><u>Supplementing Clause ITB 6.4 with the following:</u></b><br/>Venue, date and time for Pre-bid Meeting:<br/>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 shall be shared to the bidders one day prior to pre-bid meeting date who have requested for participation link by sending email to <a href="mailto:sr2candm@powergrid.co.in">sr2candm@powergrid.co.in</a></p> <p><del><b>Date of pre-bid conference: XX/08/2023</b></del></p> <p><del><b>Time: 11:30 Hours (IST) onwards</b></del><br/><b>Kind Attn.:</b><br/><b>Chief Manager</b><br/><b>Power Grid Corporation of India Ltd.,</b><br/><b>Southern Region Transmission System-II,</b><br/><b>Near RTO Test Driving Track, Singanayakanahalli,</b><br/><b>Yelahanka Hobli, Bangalore – 560 064</b><br/><b>Mobile: +91- 9402565186</b><br/><b>Email Address:</b><br/><a href="mailto:bikramdas@powergrid.in">bikramdas@powergrid.in</a></p> |
| 13.     | ITB 9 (I) (i) & 9 (I) (ii) | <p><b>Replacing ITB clauses 9 (I) (i) &amp; 9 (I) (ii) with the following:</b></p> <p>(i) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5.</p> <p>(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.</p>  |
| 14.     | ITB 9 (I) & 9.1 (b)        | <p><b>Supplementing ITB clause 9 I and 9.1(b) with the following:</b></p> <p>Any other document(s), if applicable, as per Clause ITB 5.1.</p>  |



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| 15.     | ITB 9 I (viii) & 9.1 (b) (vii) | <p><b>Supplementing ITB clause 9. I (viii) &amp; 9.1 (b) (vii) with the following:</b></p> <p>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 <b>PPP-MII Order and MoP Order.</b></p>  |
| 16.     | ITB 9.1(b) (i) & (ii)          | <p><b>Replacing ITB clauses 9.1(b) (i) &amp; 9.1(b) (ii) with the following:</b></p> <p>(i) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5</p> <p>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.</p>  |
| 17.     | ITB 9.2                        | Alternative bids shall not be permitted  |
| 18.     | ITB 9.3(a)                     | <p><b>Replacing ITB clause 9.3(a) with the following:</b></p> <p>(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> )</p> <p>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 &amp; ITB Clause 16.</p> <p>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.</p> |
| 19.     | ITB 9.3 (c)                    | <p><b>Replace Tenth Para of ITB clause ITB 9.3(c) with the following:</b></p> <p>However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged</p>  |

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|         |                     | 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 Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate <b>inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6</b> .  |
| 20.     | ITB 9.3(i),9.3(k)   | <b>Not applicable</b>  |
| 21.     | ITB 9.3 (m)         | <a href="#">The bids shall be on Firm price basis.</a>   |
| 22.     | ITB 9.3 (q)         | <p><b>Replace ITB 9.3(q) with the following:</b></p> <p>Attachment 16: Additional Information (<i>uploading of Scanned Copy, as applicable</i>)</p> <p>(i) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.</p> <p>(ii) Details of Provident Fund Code Number of the Bidder.</p> <p>(iii) 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.</p> <p>(iv) Any other information which the Bidder intends to furnish.</p> <p>(v) Bidder shall also furnish information/documentation in support that the Bidder have adequate design infrastructure and erection facilities and capacity and procedures including quality control related to the work.</p> <p>(vi) Bidder shall submit a monthly cash flow projection for execution of the contract having regard to implementation schedule. Bidder should indicate how funding gap in each month is proposed to be met.</p> <p>(vii) To be qualified for award, bidders shall provide evidence satisfactory to the Purchaser of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information</p> <p>(a) The qualification and experience of key personnel proposed for carrying out the work.</p> <p>(b) Proposal for subcontracting elements of the supply of materials amounting to more than 10% of the Bid Price for each element;</p> |

| Sl. No. | ITB Clause Ref. No.       | Bid Data Details  |
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|         |                           | <i>Scanned copy of above documents shall be uploaded (refer para 15.4 below).</i>   |
| 23.     | ITB 9.3(v),<br>ITB 9.3(w) | <p><b>Add new Clauses ITB 9.3(v) ,ITB 9.3(w) and ITB 9.3(x):</b></p> <p>9.3 (v) <b>Attachment 21: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order and MoP Order, if applicable (submission of Hard Copy in 'Original'), to be submitted on a non-judicial stamp paper of Rs. 100/-.</b></p> <p><b>In line with the PPP-MII order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, 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/-.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p>9.3(w) Attachment 22: Compliance to the process related to the e-RA Terms &amp; Conditions and the Business Rules governing the e-RA.</p> <p>9.3 (x) Attachment 23: Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1</p> <p>9.3 (y) Attachment 24: Certification by the Bidder as per DoE Order in line with ITB Clause 2.1</p> |
| 24.     | ITB 11.3                  | <p><b>Replace the existing Clause with the following:</b></p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner:</p> <p><del>Schedule 1: Plant and Equipment (including mandatory Spares) to be supplied including Type Test Charges</del></p>   |

| Sl. No. | ITB Clause Ref. No. | Bid Data Details  |
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|         |                     | <p><del>Schedule 2 — Local Transportation, In-transit Insurance, Loading and unloading</del></p> <p><del>Schedule 3 — Installation Services</del></p> <p><del>Schedule 4a — Charges for Training to be imparted</del></p> <p><del>Schedule 4 — Annual Maintenance Charges after Defect Liability Period</del></p> <p><del>Schedule 5 — Taxes and Duties not included in Schedule 3</del></p> <p><del>Schedule 6 — Buy back Charges (scrap value)</del></p> <p><del>Schedule 7 — Grand Summary (Schedule Nos. 1 &amp;5)</del></p> <p><del>Schedule 8 — Break-up of Type Test Charges</del></p> <p><del>Bidders shall note that the plant and equipment included in Schedule No. 1 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 3, Installation Services.</del></p>  |
| 25.     | ITB 11.4            | <p><b>Replace Clause ITB 11.4 with the following:</b></p> <p>In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules as follows:</p> <p>(a) <del>Plant and equipment including mandatory spares, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off the self, as applicable) basis and Type Test Charges (including the Type Test to be conducted abroad in case of an Indian Bidder), shall also be quoted in Schedule 1.</del></p> <p><del>Further, in case of imported Equipments/items offered as 'Off the Shelf' or dispatched directly from the Indian Port of disembarkation, the price of such Equipments/items shall be inclusive of all cost as well as any duties paid/payable in relation to import of such goods (viz., customs duties, GST &amp; levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.</del></p> <p><del>The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Purchaser and the Contractor.</del></p> <p>(b) <del>Local/inland transportation, In transit insurance, loading and unloading of the Plant and Equipment including mandatory spares to be supplied shall be quoted separately in Schedule 2, as composite supply of services, with local/inland transportation</del></p> |

| Sl. No. | ITB Clause Ref. No. | Bid Data Details   |
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|         |                     | <p>being the Principal Supply. It is the Purchaser's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In transit insurance, loading and unloading by the Bidder to the Purchaser, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder's account and Purchaser shall not reimburse any GST on this account.</p> <p>(c) Installation Charges shall be quoted separately (Schedule 3) and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all installation services except those priced in other Schedules. The price quoted in respect of all items in the above schedule shall be excluding GST.</p> <p><del>(d) The Training Charges shall be furnished separately in Schedule 4 for the training. The price quoted in respect of all items in the above schedule shall be excluding GST.</del></p> <p><del>(e) The break up of Annual Maintenance Charges (AMC) for 6 years after defect liability period shall be furnished in Schedule 4.</del></p> <p><del>—The price indicated in respect of all items in Schedule 4 shall be excluding GST, if any, payable.</del></p> <p><del>(f) The break up of Type test charges shall be furnished separately in Schedule 7. The price indicated in respect of all items in the above schedule shall be excluding GST. Type test shall be considered an incidental expense incurred prior to the delivery of Equipment/item and would be added to the value of goods for GST purposes and rate of GST shall be quoted accordingly.</del></p> <p>(g) To facilitate the bidders, Purchaser has indicated an HSN/SAC code and rate of GST against each item in the Price Schedule except for lumpsum quantities/lot/Set as mentioned at ITB 11.3.3. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for HSN/SAC classification and the rate of GST for each item. Purchaser's liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.</p> |

| Sl. No. | ITB Clause Ref. No. | Bid Data Details  |
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|         |                     | <p>(h) Total GST on Supply of goods and Services shall be indicated in Schedule -5</p> <p>(i) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.</p> <p>(j) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: General Conditions of Contract (GCC): Insurance Requirements to Form of Contract Agreement as contained in SCC. Bidder shall further note that the Purchaser shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor’s Plant and Machinery.</p> <p>(k) The bidder shall fill up only the marked cell (shaded in green colour) in the work sheets of Schedule 1 to 7 and Discount, Taxes &amp; duties(Applicable schedules only). Bidder shall not carry out any modification or changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Schedule-6(Grand Summary), Schedule-6 (After Discount) (Grand Summary after discount) and Bid Form.</p> <p>(l) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Purchaser. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Purchaser will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 17 as per the format enclosed in the Bidding Documents.</p> <p>Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances or benefits is permitted and is required to be issued by the Purchaser in line with the relevant policies, rules and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Purchaser, provided the Bidder explicitly indicates in their bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Purchaser will neither be responsible nor be liable to compensate the Contractor, and the Purchaser shall have no financial liability on this account.</p> <p>Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 17. In case bidder has not</p> |

| Sl. No. | ITB Clause Ref. No. | Bid Data Details   |
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|         |                     | <p>indicated such information or has indicated "to be furnished later on" in Attachment 17, the same shall be construed to mean that no benefit has been passed on by the bidder to the Purchaser, and the Purchaser shall not issue any certificate to the contractor for availing the same even if admissible.</p> <p>(m) Purchaser shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.</p>   |
| 26.     | ITB 11.5            | <p><b>Replace the existing provision with the following:</b></p> <p>The prices shall be in accordance with the following:</p> <p>Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.</p>  |
| 27.     | ITB 13.1            | <p><b>Supplementing Sub-Clause ITB 13.1 with the following:</b></p> <p><b>Amount of Bid Security shall be Rs. ₹ 1,17,871/-.</b></p> <p>The bidders registered with Micro and Small Enterprises (MSEs) in UDYAM Portal and as specified by Ministry of Micro, Small and Medium Enterprises, are exempted for 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.</p> <p><b>However, the bidder will have to submit the valid copy of registration (as on actual date of bid opening) with Udyam and Bid Securing Declaration in Separate Envelope (Hard Copy).</b> Under MSE category, Service Providers for services are eligible for exemption from EMD during bid submission. Further, the MSE bidder shall be required to submit the EMD / Bid Security in case their bid is evaluated as L-1.</p> <p>In case of dishonoring the conditions of Bid Securing Declaration as stipulated in the Bid Securing Declaration, 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> |
| 28.     | ITB 13.2            | <p><b>Supplementing ITB 13.2 with the following:</b></p> <p>Bid Security shall be valid upto <b>12/07/2025</b>, or any other date as subsequently requested under ITB Sub-Clause 14.2.</p>   |

| Sl. No. | ITB Clause Ref. No.  | Bid Data Details   |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
|---------|--|--|--------|--------------------------|---|-------|-------|-------|-----|----------------------------------|---------------------------|-----|---------------------------|----------------------------------|-----|--|-------------------------------|-----|-----------------|-----------|
|         |  | The Bid Security shall be in favour of Power Grid Corporation of India Limited payable at Bengaluru.   |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 29.     | ITB 15.1 (ii) (a) & (b)  | <p><b>Replacing ITB clauses 15.1 (ii) (a) &amp; 15.1 (ii) (b) with the following:</b></p> <p>a) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5</p> <p>b) 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.</p>  |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 30.     | ITB 15.1(ii)(g)  | <p><b>Supplementing ITB clause 15.1 (ii)(g) with the following:</b></p> <p>a) 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 DoT-Order.</p> <p>b) Any other document(s), if applicable, as per Clause ITB 5.1.</p>   |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 31.     | ITB 15.4   | <p>Supplementing the List of documents to be scanned &amp; uploaded on the portal mentioned in ITB Clause 15.4 as below:</p> <table border="1" data-bbox="513 1325 1455 1719"> <thead> <tr> <th data-bbox="513 1325 678 1392">S. No.</th> <th data-bbox="678 1325 1062 1392">Description of Documents</th> <th data-bbox="1062 1325 1455 1392">Name of File to be uploaded on the portal</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 1392 678 1423">.....</td> <td data-bbox="678 1392 1062 1423">.....</td> <td data-bbox="1062 1392 1455 1423">.....</td> </tr> <tr> <td data-bbox="513 1423 678 1488">19.</td> <td data-bbox="678 1423 1062 1488">MSE owned by SC/ST entrepreneurs</td> <td data-bbox="1062 1423 1455 1488">MSE_SC-ST certificate.pdf</td> </tr> <tr> <td data-bbox="513 1488 678 1554">20.</td> <td data-bbox="678 1488 1062 1554"><b>MSE owned by women</b></td> <td data-bbox="1062 1488 1455 1554"><b>MSE_Women certificate.pdf</b></td> </tr> <tr> <td data-bbox="513 1554 678 1686">21.</td> <td data-bbox="678 1554 1062 1686"><b>Online Payment Acknowledgement towards Bidding Document fee</b></td> <td data-bbox="1062 1554 1455 1686"><b>Tender_fee_receipt.pdf</b></td> </tr> <tr> <td data-bbox="513 1686 678 1719">22.</td> <td data-bbox="678 1686 1062 1719">Other Documents</td> <td data-bbox="1062 1686 1455 1719">other.pdf</td> </tr> </tbody> </table> | S. No. | Description of Documents | Name of File to be uploaded on the portal | ..... | ..... | ..... | 19. | MSE owned by SC/ST entrepreneurs | MSE_SC-ST certificate.pdf | 20. | <b>MSE owned by women</b> | <b>MSE_Women certificate.pdf</b> | 21. | <b>Online Payment Acknowledgement towards Bidding Document fee</b> | <b>Tender_fee_receipt.pdf</b> | 22. | Other Documents | other.pdf |
| S. No.  | Description of Documents   | Name of File to be uploaded on the portal  |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| .....   | .....  | .....  |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 19.     | MSE owned by SC/ST entrepreneurs                                   | MSE_SC-ST certificate.pdf  |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 20.     | <b>MSE owned by women</b>  | <b>MSE_Women certificate.pdf</b>   |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 21.     | <b>Online Payment Acknowledgement towards Bidding Document fee</b> | <b>Tender_fee_receipt.pdf</b>  |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 22.     | Other Documents  | other.pdf  |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |
| 32.     | ITB 16.1   | <p><b>Replacing ITB clause 16.1 with the following:</b></p> <p>The Bidder shall upload the soft copy part of the bid as per the</p>  |        |                          |   |       |       |       |     |                                  |                           |     |                           |                                  |     |  |                               |     |                 |           |



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|         |  | <p>provisions of the portal (refer para 15.1&amp; 15.4 above) and submit the hard copy of DD or Online Payment Acknowledgement towards Bidding Document fee or documentary evidence in support of exemption of Document fee (as applicable), Bid Security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security or <b>Bid Securing Declaration</b> (as applicable), Integrity Pact (as applicable), Safety Pact, 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) (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.</p> <p>Envelope – 1: Bidding Document fee / Online Payment Acknowledgement towards Bidding Document fee /documentary evidence in support of exemption of Bidding Document fee</p> <p>Envelope – 2: Bid Security/ Online Payment Acknowledgement towards Bid Security/ documentary evidence in support of exemption of Bid Security/ <b>Bid Securing Declaration</b></p> <p>Envelope – 3 Integrity Pact</p> <p>Envelope – 4: 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).</p> <p>Envelope –5: Safety Pact</p> <p>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 bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.</p> <p>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</p> |
| 33.     | ITB 16.2(a), ITB 16.2(b), ITB 17.1, and ITB 20.1 | <p>Address for submission of Hard copy of Documents:<br/>Address in Person or by Post:</p> <p><b>Sr. General Manager (C&amp;M)/Chief Manager(C&amp;M)<br/>Power Grid Corporation of India Ltd.,<br/>Southern Region Transmission System-II,<br/>Near RTO Test Driving Track, Singanayakanahalli,<br/>Yelahanka Hobli,<br/>Bangalore – 560 064.<br/>Tel: 080-23093727,23093725, Fax: 080-23093726</b></p>  |

| Sl. No. | ITB Clause Ref. No. | Bid Data Details   |
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|         |                     | <p><b>Email id: sr2candm@powergrid.co.in</b></p> <p><b>Deadline for submission of Hard copy of Documents</b></p> <p><b>Date : 12/12/2024</b></p> <p><b>Time: up to 11:00 hours [Indian Standard Time (e-procurement server time)]</b></p> <p><b>Address for Bid Opening:</b></p> <p><b>Sr. General Manager (C&amp;M)/Chief Manager(C&amp;M)<br/>Power Grid Corporation of India Ltd.,<br/>Southern Region Transmission System-II,<br/>Near RTO Test Driving Track, Singanayakanahalli,<br/>Yelahanka Hobli,<br/>Bangalore – 560 064.</b></p> <p><b>The deadline for <u>Soft copy part of the bid</u> submission is</b></p> <p><b>Date: 12/12/2024</b></p> <p><b>Time: 11:00 Hrs. [Indian Standard Time (e-procurement server time)].</b></p> <p><b>Bid submission timelines will be defined as per the e-Procurement server clock only.</b></p> <p><b>Time and date for Bid Opening – First Envelope:</b></p> <p><b>Date : 12/12/2024</b></p> <p><b>Time: 11:30 Hours (Indian Standard Time)</b></p> <p>(a) Bid Title:</p> <p>..... (insert Name of the Package &amp; Specification No.) .....</p> <p><b><u>FIRST ENVELOPE</u></b></p> <p>(a) Do not open before 11:30 hours (Indian Standard Time) on 12/12/2024.</p> |
| 34.     | ITB 16.3            | <p><b>Replacing first para of ITB clause 16.3 with the following:</b></p> <p>DD or Online Payment Acknowledgement towards Bidding Document or documentary evidence in support of exemption of Document fee, 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 shall be submitted in separate superscribed envelopes (one for DD towards</p>  |

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|         |                     | Bidding Document, one for Bid Security, one for Integrity Pact and one for Safety Pact) alongwith First Envelope.   |
| 35.     | ITB 17.1            | <p><b>Supplementing ITB clause 17.1 with the following:</b></p> <p>Hard copy of the following must be received by the Purchaser at the address specified under ITB Sub-Clause 16.2, not later than the time and date stated in the BDS.</p> <ul style="list-style-type: none"> <li>(i) Bidding Document fee /documentary evidence in support of exemption of Bidding Document fee</li> <li>(ii) Bid Security/ documentary evidence in support of exemption of Bid Security.</li> <li>(iii) 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</li> <li>(iv) Integrity Pact (in Original).</li> <li>(v) Safety Pact (in Original).</li> <li>(vi) Hard copy of Joint Deed of Undertaking/ Undertaking, duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS) of the Bidding Documents in the Formats given at SI No: 20 of Section – VI: Sample Forms and Procedures, must be received by the Purchaser at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the BDS.</li> <li>(vii) 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</li> </ul> |
| 36.     | <b>ITB 17.2.1</b>   | <p><b>Supplementing ITB clause 17.2.1 with the following:</b></p> <p><b>The e-mail IDs are as follows:</b></p> <p>Email: <a href="mailto:sr2candm@powergrid.co.in">sr2candm@powergrid.co.in</a>/<a href="mailto:bikramdas@powergrid.in">bikramdas@powergrid.in</a></p>  |
| 37.     | ITB 21.1            | <p><b>Replacing first Para of ITB clause 21.1 with the following:</b></p> <p>During bid evaluation, the Purchaser 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), &amp; (y) or <del>Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) &amp; (e)</del>, consent letter of the</p>   |

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|         |                     | <p>proposed sub-contractor/manufacturer if applicable pursuant to ITB sub-clause 9.3(c) 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 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 Purchaser 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.</p>                           |
| 38.     | ITB 22.3            | <p><b>Replace Clause ITB 22.3.1 with the following:</b></p> <p>Prior to the detailed evaluation, the Purchaser 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 Purchaser'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.</p> |
| 39.     | ITB 22.3.1          | <p><b>Replace Clause ITB 22.3.1 with the following:</b></p> <p>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.</p>   |
| 40.     | ITB 23.1            | <p><b>Replacing ITB clause 23.1 with following:</b></p>   |

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|         |                     | <p>The Purchaser will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Annexure – A (BDS) to satisfactorily perform the contract. The Purchaser shall be the sole judge in this regard and the Purchaser’s interpretation of the Qualification Requirement shall be final and binding.</p> <p><b>Notwithstanding the above, criteria as per ITB Clause 23.2 shall also be required to be met.</b></p>   |
| 41.     | ITB 23.1            | <p><b>Supplementing ITB Clause 23.1 with following:</b></p> <p>The Purchaser 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.</p>  |
| 42.     | ITB 23.2            | <p><b>Replacing ITB clause 23.2 with following:</b></p> <p>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 &amp; current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Purchaser 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 Purchaser deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Purchaser as per the provisions of Annexure -A (BDS).</p> <p>The determination will also take into account the history of accidents in which the Bidder is involved in the contracts with the Purchaser as under:</p> <p>Subsequent to Bidder’s involvement in two cumulative fatal accidents during any financial year, <b>bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder for three(03) packages, whose actual date of bid opening falls after the date of the second fatal accident shall be considered non-responsive.</b></p> <p>Subsequent to Bidder’s involvement in three cumulative fatal accidents during any financial year, <b>bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder for five(05) packages whose actual date of bid opening falls after the date of the third fatal accident shall be considered non-responsive.</b></p> |

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|         |                     | <p>If there is re-occurrence of fatal accidents <b>after</b> the third fatal accident during the financial year, <b>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.</b></p> <p>For the aforesaid purpose, the count for number of fatal accidents shall be financial year wise (year ending March). The Purchaser shall be the sole judge in this regard.</p> <p><b>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 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.</b></p> <p>Non-reporting of any accident to the Purchaser in any ongoing contract with the Purchaser 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 <b>the Purchaser determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Bidder.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p>In case of the bidder's failure to submit its Board Resolution, after review of fatal accidents in any on-going Contracts with the Purchaser, along with the action plan for avoidance of such incidences to the Purchaser and/or in case the CEO of the Bidder does not apprise the POWERGRID APEX SAFETY BOARD of the cause of Fatal accident and</p> |

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|         |                                    | <p>their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of fatal accidents <b>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.</b></p>  |
| 43.     | ITB 23.2.1, 23.2.2, 23.2.3, 23.2.4 | <p>Add new clauses 23.2.1, 23.2.2, 23.2.3, 23.2.4</p> <p>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), 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 in the manner as specified in Qualification Requirement for the Bidder(Annexure-A(BDS), Section-III, Volume-I of Bidding Documents).</p> <p>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.</p> <p>For the above purpose, the bidder shall also submit a declaration in Attachment 24.</p> <p>23.2.3 Notwithstanding the declaration by the bidder as above, the Bid Capacity/Manufacturing Capacity shall be subject to assessment, if any, by the Purchaser.</p> <p>23.2.4 The Bidder shall note that if at any stage, they have been found 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 Purchaser'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>23.2.5 Bidders capacity<br/>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 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) , Section-III, Volume-I) of bidding documents) for various packages</p> |

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|         |                     | <p>to be considered for award[shall mean the package(s) for which award has been placed on that bidder/bidder is under zone of consideration for the award of the packages] 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 in the manner as specified in Qualification Requirement for the bidder.</p> <p>The balance bid capacity shall be based on declaration by the Power of attorney holder &amp; KMP company(i.e CEO/Manager Director/Company Secretary/Director/CFO/any other partner in case of Partnership firm) of the bidder in the bid based on the following formulae.</p> <p>Balance bid capacity(in Rs.)=3T-B, where<br/> T= Maximum value of similar works (Civil works) executed in any one financial year during the last 5 financial years taking into account the completed as well as the works in progress.<br/> B=Value of existing commitments and on going similar works yet to be completed as on the 1st date of quarter of the financial year in which the bids are opened.</p> <p>The Employer may, seek clarification/details related to balance bid capacity, as maybe considered appropriate.</p> <p>Employer reserves the right to assess the bidder's capability and capacity for evaluation of bidder. Bidders shall furnish details of works in hand, contract value, expected completion time, % works completed as on date of Bid submission, maximum value of similar works executed in anyone financial year during last 5 financial years in the Sheet Attach(QR) of Attachments and Bid Forms under Volume-III of bidding documents or can upload separate statement as PDF as Techno commercial part of bid.</p> |
| 44.     | ITB 23.5            | <p><b>Add new sub Clause 23.5 as under:</b></p> <p>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.</p>  |
| 45.     | ITB 23.6            | <p><b>Add new sub Clause 23.6 as under:</b></p> <p>For all above purposes, Purchaser shall be sole judge in this regard.</p>   |
| 46.     | ITB 24.1 (c)        | <p>Completion Schedule:-</p> <p>As detailed in SCC</p>   |
| 47.     | ITB 25.3            | <p><b>Replace Clause ITB 25.3 with the following:</b></p> <p>The bidders' names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per Electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to</p>  |



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|         |                     | determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract as provided in ITB Clause 31.   |
| 48.     | ITB 27.4 (b)        | Deleted as Functional Guarantees are not applicable.  |
| 49.     | ITB 27.5 (b)        | Deleted as Functional Guarantees are not applicable.  |
| 50.     | ITB 27.5 (c)        | For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the goods is applicable. However, the provision of Technical Specification, Volume-II of the Bidding Documents and Clause ITB 27.4 (c) shall prevail.   |
| 51.     | ITB 28.2            | <p><b>Add a new sub clause 28.2 as under:</b></p> <p>No margin of domestic preference will be allowed in evaluation and comparison of bids.</p>   |
| 52.     | ITB 29              | <p><b>Replacing ITB clause 29 with following:</b></p> <p>29. e-Reverse Auction (e-RA) <b>Not Applicable</b></p> <p><del>29.1 The Purchaser reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at Annexure B(BDS).</del></p> <p><del>For the purpose of the aforesaid, the 'Indicative Estimated Cost for e-RA' is <b>Rs. 349 Lakhs.</b></del></p> <p><del>Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at Annexure C(BDS).</del></p> |
| 53.     | ITB 31.4            | <p><b>Replace the existing provisions with the following:</b></p> <p>Award for the entire scope of work shall be placed on the lowest evaluated and qualified bidder who is found capable to perform the Contract in the event of award.</p>  |
| 54.     | ITB 34.0            | <p><b>Signing the Contract Agreement</b></p> <p>At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement(as per format Enclosed in Bid documents)</p> <p>The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award/Letter of Award and the successful</p>   |

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|         |                     | Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter   |
| 55.     | ITB 35.1            | <p><b>Supplementing ITB 35.1 with the following:</b></p> <p>In line with SCC clause 8.0</p> |

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