

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section-II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission and uploading the bid on portal <https://etender.powergrid.in>. on line bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless **Section III (BDS), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in this Section II** and that are specific to each work, states otherwise. **If there is a conflict between the provisions of Section - II & Section - III, the provisions of Section - III shall prevail.**

However, provisions governing the performance of the contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - IV: General Conditions of Contract and/or Section - V: Special Conditions of Contract.

Bidders may note that the Purchaser has uploaded its 'Works & Procurement Policy and Procedure' (Vol.-I & II) along with its **Updation/Modification/Amendment¹** thereof on POWERGRID's website and in this regard, attention of the Bidder is drawn to Clause IFB 3.4, Section -I of the Bidding Documents. Those Bidders who wish to peruse the same may visit **www.powergridindia.com**. However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Purchaser on the basis of the same. The respective rights of the Purchaser and Bidders/Contractor shall be governed by the Bidding Documents/Contracts signed between the Purchaser and the Successful Bidder.. The provisions of Bidding Documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - II and the Section - III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Nagpur shall have exclusive jurisdiction.

Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "e-Tender" will have the same meaning as of "Bid".
- (b) "Line Item" means an item of Bill of Material/ Bill of Quantity along with its all details.
- (c) "Head" means a category [*such as Ex-Works Prices, Local Transportation, Insurance & Other Incidental Services Charges, Installation Services Charges, Training Charges, Type Test Charges & Taxes & Duties*] under which the complete scope of the work covered under the package and the corresponding prices of the bidders are clubbed.
- (d) "Item Level" means any transaction which is applicable on a specific Line Item only.
- (e) "Header Level" means any transaction which is applicable on a particular Head only [*i.e., the same will be applicable on all the Line Items of the Head*]

A. Introduction

1. Source of Funds

- 1.1 The Owner named in the **BDS** intends to use domestic funding (Owner's Internal Resources/Domestic Borrowings/Bonds) for this Project.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Purchaser named in the **BDS**.

2. Eligible Bidders

- 2.1 Following are eligible for participation in the bidding, provided that the Invitation for Bids is issued by the Purchaser to them:

- (a) Company(ies), including Government owned Enterprises, registered and incorporated in India as per Companies Act, 1956.
- (b) Partnersip Firms in which the partners are Indian Citizens.
- (c) Proprietorship concers with Indian Citizen as its Proprietor

2.2 Following are not eligible for participation in the bidding:

- (a) Foreign Bidders
- (b) MNCs not registered and incorporated in India.
- (c) those bidders with whom business is banned by the Purchaser and as per the stipulations in the **BDS**

2.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- a) they have a controlling partner in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

3. Eligible Goods and Related Services

- 3.1 For the purposes of these Bidding Documents, the words words “goods” includes commodities, raw materials, machinery, equipment and industrial plants and “related services”. “Related services” includes services such as insurance, installation, training and initial maintenance. , if specified in the scope of work
- 3.2 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Purchaser.
- 3.3 For purposes of this clause, “origin” means the place where the plant and equipment or component parts thereof are mined, grown, or produced. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components .

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 4.2 The bidder has to ensure its registration with POWERGRID on their portal <https://etender.powergrid.in..> The said registration shall be free of cost.
- 4.3 **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. This shall be subject to production of ‘Udyam Registration Certificate’ with regard to registration with authorities mentioned above.**

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.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto :

VOLUME - I:	Conditions of Contract
Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (BDS)
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Sample Forms and Procedures (FP)
	1. Bid Form
	2. Bid Security Form
	3. Performance Security Form
	4. Indenture for Secured Advances
	5. Form of Taking Over Certificate
	6. Form for Information to be furnished by the Contractor in respect of the procurement made from MSE vendors

Volume-II : Technical Specification

Volume-III : Bid Form & Bill of Materials (Head-wise) [*Bill of Materials is only for reference of the Bidders and not for submission of their Prices as the Prices of various Line Items under different Heads are to be submitted by the Bidders on-Line*].

- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 5.3 Scope of Work is given in Volume-II of Bidding Documents entitled "Technical Specifications".

Utmost care has been taken by the Purchaser in formulating the programmed Attachments. Bidders are expected to thoroughly verify with trial run at their end and notify to the Purchaser Arithmetical, Logical, Formatting or any such error, if found in the same for suitable action. Irrespective of corrections made in this regard through amendment(s), if any, rectification of error for evaluation shall be carried out in accordance with stipulated provisions of Bidding Documents.

6. Clarification of Bidding Documents; and Pre-Bid Meeting

- 6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser through the provisions made on the portal <https://etender.powergrid.in>. However, bidder may also seek clarification in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Purchaser's mailing address indicated in the **BDS**. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised as above. The Purchaser will respond through the portal <https://etender.powergrid.in> to any request for clarification or modification of the Bidding Documents that it receives no later than fifteen (15) days prior to the original deadline for submission of bids prescribed by the Purchaser. The Purchaser shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Purchaser's response (including an explanation of the query but not identification of its source) will be uploaded on portal <https://etender.powergrid.in> where the entire bidder can see clarification/reply to query.
- 6.2 The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 6.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 6.4 The Bidder's designated representative(s) is/are invited to attend a **pre-bid meeting**, which, if convened, will take place at the venue and time stipulated in the **BDS**. The purpose of the meeting will be to clarify any issues regarding the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Purchaser not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses

given, together with any responses prepared after the meeting, will be transmitted without delay through the e-procurement portal only. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

7.2 The amendment will be notified only through the portal <https://etender.powergrid.in>. The communication/alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders **whose link has been activated after submitting requisite document fee for official purchasing of the Bidding Documents**. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s) to the Bidding Documents have been taken into account by the Bidder in its bid.

7.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify through portal <https://etender.powergrid.in> where all prospective bidders may see the extended deadline.

In case of extension of deadline for the submission of bids by the Purchaser for reasons inter-alia including the above, prospective bidders can download the Bidding Documents from the portal <https://etender.powergrid.in>, as per the provisions available therein, till 5 minutes before such extended deadline.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Purchaser related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such

literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

9.1 The bid shall be submitted by the Bidder under “Single Stage - Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

I. As part of First Envelope

(a) Hard Copy

Hard copy part of bid shall comprise of following documents to be submitted in sealed envelopes, as part of First Envelope:

- (i) Bid Security (in Original) or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with ITB clause 13.
- ~~(ii) Integrity Pact (in two Originals) in accordance with clause 9.3 (i) of ITB, Section-II in separate envelope,~~
- (iii) Power of Attorney as per Clause 9.3 (b) of ITB Section-II in separate envelope,
- ~~(iv) Form of Power of Attorney for Joint Venture (Form-14), if applicable~~
- ~~(v) Form of Joint Venture Agreement (Form-15), if applicable (Format is Enclosed in Annexure-B)~~
- (vi) Any other document further specified in the BDS duly signed and stamped on each page.

(b) Soft Copy

Soft copy of the First Envelope of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein

- (i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal <https://etender.powergrid.in> shall be duly filled.

- (ii) Programmed file - Attachments (Attachment 1 to 16 & Bid Form including attachment to QR) in MS Excel format & its revision covering various attachments, Integrity Pact and bid form for first envelope,
- (iii) Scanned copies of all the documents mentioned at clause 15.4 of ITB.

II. As part of Second Envelope

(a) Hard Copy

Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.

(b) Soft Copy

Second Envelope (Price) Bid filled against the line items online on the portal <https://etender.powergrid.in> alongwith Bid Price Summary.

9.2 **Bidders shall note that no alternative bids are permitted.**

9.3 Bidder shall submit soft copy of following documents by uploading on the portal <https://etender.powergrid.in> 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 (if required) (*submission of Hard Copy in 'Original'*)

A bid security (shall submit hard copy in Original) or documentary evidence in support of exemption of Bid Security, in separate sealed envelope in accordance with clause 13 of ITB & ITB Clause 16.

- (b) Attachment 2: Power of Attorney (*submission of Hard copy in 'Original'*)

A power of attorney, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

Scanned copy of above documents shall be uploaded. (refer clause 15.4 below)

- (c) Attachment 3: Bidder's Eligibility and Qualifications (*Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification.*)

Documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with **Annexure - A (BDS)**, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder has the financial, technical, and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure - A (BDS) and shall also include:

The Audited Balance Sheets and Profit & Loss Accounts of the bidder for last five financial years of its own (separate) immediately preceding the date of submission of bid.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

[**Note I.** In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the Audited Balance Sheets, Profit & Loss Accounts, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above, certifying that these information/documents are based on audited accounts, as the case may be.]

- (d) Attachment 4: Eligibility and Conformity of the Facilities (*uploading of Scanned Copy*)

Declaration in accordance with ITB Clause 3 that the facilities offered by the Bidder in its bid or in any alternative bid (if permitted pursuant to ITB Sub-Clause 9.2) are eligible and conform to the Bidding Documents.

- (e) Attachment 5: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 5 to the bid. The Bidder is required to provide the cost of withdrawal for such deviations. However, the attention of the bidders is drawn to the provisions of ITB Sub-Clause 22.2 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

- (f) Attachment 6: Guarantee Declaration.
- (g) Attachment 7: Information regarding ex-employees of Purchaser in Bidder's firm.
- (h) Attachment 8: Declaration regarding Social Accountability
- (i) Attachment 9: Integrity Pact (*submission of Hard Copy in 'Original'*)

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals alongwith the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non judicial stamp paper of Rs. 100/-.

The required Integrity Pact is automatically generated as Attachment 9-Integrity Pact in the file Attachment (in Excel format). Bidders shall take print out in two copies discussed above and as explained in the Attachment 9-Integrity Pact.

If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Integrity Pact duly signed in Original alongwith the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid.

- (j) Attachment 10: Information for E – payment, PF details and declaration for Micro/Small and Medium Enterprise) (*uploading of Scanned Copy, as applicable*)
- (k) Attachment 11: Additional Information (*uploading of Scanned Copy, as applicable*)

- (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 may result in rejection of Bid.

- (ii) Any other information which the Bidder intends to furnish.
(Scanned copy of above documents shall be uploaded)
(refer para 15.4 below).

(l) Attachment 12: Declaration

(m) Attachment 13: Declaration for tax exemptions, reductions, allowances or benefits

(n) Attachment 14: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, if applicable (*submission of Hard Copy in 'Original'*), to be submitted on a non-judicial stamp paper of Rs. 100/-.

In line with the PPP-MII 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 2017, on a non-judicial stamp paper of Rs. 100/-.

Further, 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.

(o) Attachment 15: 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, if applicable (*submission of Hard Copy in 'Original'*) to be submitted on the letter head of the auditor/ cost accountant/chartered accountant.

In line with the PPP-MII 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.

Further, false declaration regarding Local Content in the aforesaid certificate submitted 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.

(P) Attachment 16: Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA.

10. Second Envelop (Price) Bid

10.1 The Bidder shall complete / fill the Second Envelope (Price) Bid on-line for prices against the various Line Items under different Heads on the portal <https://etender.powergrid.in> alongwith Bid Price Summary, as indicated therein, following the requirements of ITB Clauses 11 and 12.

11. Bid Prices

11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire work on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Documents. This includes all requirements under the Contractor’s responsibilities for testing of the goods and/ or materials, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc. and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 5 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Second Envelope (Price) Bid filled against the line items online on the portal <https://etender.powergrid.in> shall be grouped as specified in **BDS**.

11.4 Bidders are required to submit their prices item wise at various line items under different heads online on the portal.

11.5 Bidder shall give the required details and a break down of their price considering and taking into account the Input Tac Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, as follows:

- (a) Goods, shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis.

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 & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.

The price quoted in respect of all items shall be excluding GST applicable on transaction between the Employer and the Contractor.

Total GST on supply of goods shall be indicated separately in the Tab namely "Tax Calculation" available online on the portal <https://etender.powergrid.in>

- (b) Local transportation, In-transit insurance, loading and unloading of goods and other Services incidental to delivery of the Goods to be supplied shall be quoted/ filled against the line items online (*the Local transportation, insurance and other services charges are required to be quoted against each Line Item under the Ex-Works price*) on the portal <https://etender.powergrid.in> as indicated therein. It is the Employer'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 Employer, 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 Employer shall not reimburse any GST on this account.
- (c) Supplier shall commission the Goods at site, cost for which shall be included in the bid price. Demonstration as part of commissioning shall be carried out in the charges area (400 kV/ 765 kV), as per the requirement and as per the instructions of Engineer-in-charge.
- (d) Installation Charges shall be quoted/ filled separately against the line items online on the portal <https://etender.powergrid.in> as indicated therein 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 heads. The Price quoted against the line items shall be excluding GST.

Total GST on Installation Charges shall be indicated separately in the Tab namely "Tax Calculation" available online on the portal <https://etender.powergrid.in>

- (e) 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)
- (f) The bidder shall fill up—their response only against the Line items available on the portal, Taxes and Discount (if any), as per the provision available on the portal.—Required calculations will be carried out automatically—and the same will reflect in the Bid Price Summary.
- (g) The bidder may indicate HSN/SAC code and rate of GST against each line item in the excel file 'Bill of Material (BOM)'. 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.
- (h) 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.
- (i) 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 13** as per the format enclosed in the Bidding Documents.

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 responsible nor liable to compensate the Supplier, and the Purchaser shall have no financial liability on this account.

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 13**. In case bidder has not 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 Supplier for availing the same even if admissible.

- (j) Purchaser shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Supplier.

11.6 To enable the bidders for effecting reductions in the prices already filled up against the line items online on the portal by way of discounts, following two options are available on the portal:

i) Discount on Item level

In this case, bidder can effect the reductions by filling up the discount on lump sum basis against line items itself, in the "Item Tab" available on the portal.

ii) Discount on Header level

In this case, bidder can effect the reductions by filling up the discount on percent basis in the "Header Discount Tab" against the various head available on the portal.

The offered discount by the Bidder, if any, shall be calculated automatically and will reflect in the Bid Price Summary.

The Bidder may note that in case against a single Head, he chooses to offer multiple discounts (i.e. on Item level as well as on Header level), the Discount on Header level shall be applicable on the item level discounted price of the said head.

11.10 **The prices quoted shall remain firm during the currency of the contract and no price adjustment shall be applicable.**

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees Only.

13. Bid Security

13.1 The Bidder shall furnish, **except as exempted as per ITB Clause 13.8**, as part of its bid, a bid security in the amount and currency as stipulated in the **BDS**. The bid security must be submitted in the form provided in the Bidding Document.

The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid.

13.2 The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay orders/banks certified cheque in favour of Purchaser from a

reputed commercial bank or a bank guarantee from (i) a Public Sector Bank located in India; or (ii) a Scheduled Commercial Indian Private Bank as per the list only (List is given in **BDS**). The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. **Bid Security shall be valid upto the date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-clause 14.2.**

Alternatively, if bid security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergridindia.com. While making online payment towards Bid Security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:

Payment Category	EMD
Sub-category	EMD payment-WR-I
Name of Depositor	Name of the Bidder (<i>name of the Sole bidder</i>)
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (<i>vendor code of the Sole bidder</i>)
Payment Remarks	Bid Security for [<i>enter the name of the package</i>]

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.

The Bid Security shall be in favour of ‘Power Grid Corporation of India Limited’ payable at Nagpur

13.3 The bid security shall not be accepted and the bid shall be treated as non-responsive, if:

13.3.1 Bank Guarantee:

- i. The name of the package along with the Specification Number, mentioned in the BG is different from the package for which bids have been invited.
- ii. The firm/proprietor, on whose behalf the Bank Guarantee has been furnished, is different from the bidder.
- iii. The Bank Guarantee is not of the prescribed value and/ or the beneficiary of the Bank Guarantee is other than POWERGRID

- iv. The validity of the Bank Guarantee is less than the stipulated period. However, the shortfall, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable:
 - a. If the dead line for submission of bids and the date of bid opening has been extended once, with the period of extension being less than or equal to 15 days, a shortfall up to the period of extension shall be acceptable.
 - b. If the dead line for submission of bids and the date of bid opening has been extended more than once, with the period of last extension being less than or equal to 15 days, a shortfall up to the period of last extension shall be acceptable.

13.3.2 Crossed bank draft/pay orders/banks certified cheque:

- i. The crossed bank draft/pay orders/banks certified cheque is not of the prescribed value and/or the beneficiary of the crossed bank draft/pay orders/banks certified cheque is other than POWERGRID.
- ii. The crossed bank draft/pay orders/banks certified cheque is not payable at par at Nagpur.

13.4 **The bid shall be rejected by the Purchaser as being nonresponsive, pursuant to ITB Sub-Clause 22.4 in case of Bid not accompanied by a bid security in original.**

13.5 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period.

13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 34 are furnished to the satisfaction of the Purchaser. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 33, and has furnished the required performance security, pursuant to ITB Clause 34.

- 13.6 The bid security may be forfeited
- (a) if the Bidder modifies or withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - (b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the

declaration/confirmation made by him in Attachment - 12 (Declaration of the Bid); or

- (c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or
- (d) in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with ITB Clause 33, or
 - (ii) to furnish the required performance security, in accordance with ITB Clause 34 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5or
- (e) In the event of e-Reverse Auction, if the bidder fails to submit the written acceptance for the lowest offered rate, if the bidder is L1.
- (f) in case the successful bidder fails to commence the work after award.

13.7 No interest shall be payable by the Purchaser on the above Bid Security.

13.8 **Micro and Small Enterprises (MSEs) registered with with Udyam Registration Portal are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. This shall be subject to production of 'Udyam Registration Certificate' with regard to registration with authorities mentioned above.**

~~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.~~

14. Period of Validity of Bid

14.1 Bids shall remain valid for the period, indicated in **BDS**, from the date of opening of First Envelope, prescribed by the Purchaser, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Purchaser as being non-responsive.

- 14.2 In exceptional circumstance, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

15. **Format and Signing of Bid**

- 15.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 9 and submit the bid in following manner:

First Envelope:

- (i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.

These Electronic Forms/Templates shall be viewable by all the participating bidders after opening of First Envelope bids.

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 Purchaser in any circumstances.

- (ii) Hard copy of followings:
- a) Bid Security (in Original) or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II in separate envelope,
 - b) ~~Integrity Pact (in Original) in accordance with clause 9.3 (i) of ITB, Section-II in separate envelope;~~
 - c) Power of Attorney as per Clause 9.3 (b);
 - d) Any other document further specified in the BDS duly signed and stamped on each page.

Second Envelope:

- (i) Second Envelope (Price) Bid filled against the line items online on the portal <https://etender.powergrid.in> alongwith Bid Price Summary.

Bid Price Summary shall be viewable by all the participating bidders after opening of Second Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder in this electronic form, the Purchaser reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents.

- 15.2 Bidders may please note that prices against the line items are to be filled only on the portal <https://etender.powergrid.in>. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.
- 15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.
- 15.4 The List of following documents shall be scanned & uploaded on the portal as per table given below:

Sl. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf
2.	Constitution of legal status	legal.pdf
3.	The principal place of business	principal.pdf
4.	The place of Incorporation or the place of registration and the nationality of the owner	incorporation.pdf
5.	Technical Experience certificate issued by utility	techexp.pdf
6.	Financial Balance Sheets (for last five years)	balsheet.pdf
7.	Guarantee Declaration	guarantee.pdf
8.	Cancelled Cheque	cheque.pdf
9.	MSE_registration certificate	MSE_registration certificate.pdf
10.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf
11.	MSE owned by women	MSE_Women certificate.pdf
12.	Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf
13.	Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf
14.	Other Documents	other.pdf

1. The various documents are to be uploaded with the help of 'ATTACH' button provided at relevant section of Attachment-QR sheet of Volume-III, Attachment.xls.
2. Bidder may put three (03) characters suffix for each file preceded by an 'under score' for their identification. (Example- poa_xyz.pdf)

3. In case more file are to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf.....).
4. For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'under score' and suffix as name of document in short. (Example - other_ISO certificate1_xyz.pdf, other_ISO certificate2_xyz.pdf)
5. For other types of files supported on the portal, please refer the related provisions on the portal.

D. Submission of Hard Copy of Bids

16. Sealing and Marking of Bids

16.1 The Bidder shall upload the soft copy of the bid as per the provisions of the portal (refer para 15.1 & 15.4 above) and submit the hard copy of Bid Security or documentary evidence in support of exemption of Bid Security (as applicable), Integrity Pact, Power of Attorney and any other documents as required (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.

- | | | |
|--------------|---|---------------------------------------------------------------------------------|
| Envelope - 1 | : | Bid Security/ documentary evidence in support of exemption of Bid Security |
| Envelope - 2 | : | Integrity Pact |
| Envelope - 3 | : | Power of Attorney, and any other documents as required (refer para 15.1 above). |

The Bidder shall upload the Excel file of 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.

16.2 The envelopes shall

- (a) be addressed to the Purchaser at the address given in the **BDS**, and
- (b) bear the contract name indicated in the **BDS**, the Invitation for Bids title and number indicated in the **BDS**, and the statement "Do Not Open Before [date]," to be completed with the time and date specified in the **BDS**, pursuant to ITB Sub-Clause 20.1.

16.3 Bidder may upload Soft copy of any other document which they consider relevant alongwith First Envelope

- 16.4 Bid Securities and the Integrity Pact in original shall be submitted in separate superscribed envelopes (one for Bid Security and another for Integrity Pact) alongwith First Envelope.

In case, pursuant to Ministry of Finance, GOI's Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the bank's located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope.

- 16.5 If the envelopes are not sealed and marked as required by ITB Sub-Clause 16.2 above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

17. **Deadline for Submission of Bids**

- 17.1 Soft copy of the bid shall be uploaded through the portal <https://etender.powergrid.in> at or before the submission time and date as stipulated in the bidding document. Hard copy of Bid Security in accordance with clause 13 of ITB, Section-II in separate envelope, Integrity Pact, Power of Attorney 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**. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received/uploaded upto the appointed time on the next working day.

- 17.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 7.3 for the reasons specified therein at any time prior to opening of bids by the Purchaser pursuant to ITB Clause 20, in which case all rights and obligations of Purchaser and bidders will thereafter be subject to the deadline as extended.

- 17.3 Any extension in the date and time of Bid Submission/ Bid Opening shall not be considered merely on the plea/ground of system error/ access constraint or any such system related issue encountered by the particular party making such request.

18. **Late Bids**

- 18.1 The bidder shall not be permitted to submit the soft part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. **The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified in BDS. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the bid submission.**

~~In case Hard copy part of the bid is not received by the Purchaser till the deadline for submission of the same prescribed by the Purchaser in the BDS, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination.~~

In case, if the bidder has submitted the specific documents in hard copy in original (viz., bid security, Integrity Pact, POA etc.) within the stipulated deadline, but the bidder has not uploaded the soft copy part of bid, its bid shall be considered as late bid. The bid submitted in hard copy (viz bid security, POA etc) shall be returned to the bidder.

19. Modification and Withdrawal of Bids

19.1 Bidder may modify its bids through the relevant provisions on the portal <https://etender.powergrid.in>. The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Purchaser prior to the deadline prescribed for bid submission.

19.2 The Bidder's modifications shall be done and submitted as follows:

- (i) Modified Electronic form of the bid as per the provision of portal therein.
- (ii) Soft copy of the entire bid if any modification is there.

19.3 Bidder may withdraw its bid through the relevant provisions of portal only.

19.4 No bid may be modified or withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 13.6.

E. Bid Opening and Evaluation

20. Opening of First Envelope by Purchaser

20.1 The Purchaser will open the First Envelope i.e. Techno - Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 19, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the **BDS**. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for

the submission of bids being declared a holiday for the Purchaser, the bids will be received upto the appointed time on the next working day.

- 20.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first. Bids withdrawn pursuant to ITB Clause 19 shall be not be opened.
- 20.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security, Integrity Pact and any such other details as the Purchaser may consider appropriate, will be got declared through the Portal by the Purchaser. Subsequently, all envelopes marked "Modification" shall be opened. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18. Soft copy of the bids shall be send to archive unopened. However, opening of bid, whether or not accompanied with the bid security and/ or Integrity Pact, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.

On behalf of Purchaser, the Integrity Pact will be signed by its representative at the time of Bid Opening. One original of the Integrity Pact will be retained by Purchaser and the other original will be returned to the representative of the bidders present during bid opening. If the Bidder's representative is not present during the Bid Opening, the other original shall be sent to the bidder by post/courier.

- 20.4 The Purchaser shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present in accordance with ITB Sub-Clause 20.3.
- 20.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/send to archive unopened.

21. Clarification of Bids

- 21.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (g), (h), (i), (j), (k), (l), (m), (n), (o) and **documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs** 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.

In case of non-submission of documents related to/ identified in Attachment 7 (information regarding ex-employee(s) of Employer of POWERGRID in Bidders 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.

- 21.2 POWERGRID will carry out evaluation of documents submitted in support of meeting the qualifying requirements and decide upon qualification of the bidders on the basis of those documents. Bidders are advised to take utmost care that all necessary documents are submitted. If during evaluation of QR bids it is found that bidder(s) has not submitted some documents pertaining to historical data/fact etc., POWERGRID reserves right to obtain such documents from the bidder or through its own sources or from its other records and the same may be considered for evaluation.

22. Preliminary Examination of First Envelope

- 22.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 The Purchaser may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 5 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 24.
- 22.3 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-5 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.

- 22.3.1 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Sub-Clause 22.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:
- I. Bid Form.
 - II. Attachment-5 : Deviations
 - III. Technical Data Sheet
 - IV. Any other part of the bid
- Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to IV above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to IV above), and so on.
- 22.4 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

23. Qualification

- 23.1 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.
- 23.2 The determination will take into account the Bidder's financial and technical capabilities. 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). The Purchaser shall be the sole judge in this regard.
- 23.3 The Purchaser may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.
- 23.4 An affirmative determination will be a prerequisite for the Purchaser to evaluate the Techno-Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

23.5 For MSE bidders, relaxation of 20% on financial criteria of MAAT & LA [refer ANNEXURE-A (BDS)] may be considered i.e. an MSE bidder meeting 80% of the MAAT and LA requirement for a particular package shall be considered qualified on these aspects, for award of the whole of the package, if emerges as L1 bidder.

24. Evaluation of Techno - Commercial Part (First Envelope)

24.1 The Purchaser will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 5 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) achievement of specified performance criteria by the goods and related services
- (c) compliance with the time schedule specified in BDS
- (d) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration.
- (e) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
- (f) details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.

25. Opening of Second Envelope by Purchaser

25.1 The Second Envelope i.e., Price Part of only those Bidders shall be 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. Such Bidders shall be intimated about the date and time for opening of Price Part i.e., Second Envelope of the Bids by

the Purchaser. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Purchaser to such Bidders and the Second Envelope submitted by them shall be archived and the Bid Security shall be returned.

- 25.2 The Purchaser will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 25.1 above may view online tender opening on the portal from their end.
- 25.3 The bidders' names, the Bid Prices including any discounts, and any such other details filled in by the bidder on the portal will become viewable at the time of opening of bids.
- 25.4 The Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 25.3.
- 25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26. Conversion to Single Currency

- 26.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

27. Evaluation of Second Envelope (Price Part)

- 27.1 The Purchaser will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

- 27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Purchaser, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity, the total price quoted against

such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the line item will be deemed to have been included in other item(s).

In respect of taxes, duties and other levies indicated by the bidder in the bid, which are reimbursable in line with the provisions of the Bidding documents, the applicable rate and amount thereof shall be ascertained by the Purchaser based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Purchaser. **If the bidder has left the cells for indication of HSN/SAC code and/or corresponding rate of GST "blank" in 'Bill of Material' excel file, the HSN/SAC code and/or corresponding rate of GST so ascertained by the Purchaser shall be considered for evaluation. The GST rate and amount so ascertained by the Purchaser for the said HSN/SAC code shall prevail.**

The rate of GST for the purpose of evaluation shall be the rate of GST as indicated by the bidder for each item in the 'Bill of Material'

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as indicated by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/judgment/ Notification/ Circular/ issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Supplier shall be lower of the GST applicable at the rate as indicated/confirmed in the bid or actual GST paid/payable by the bidder for that item.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

27.3 The comparison shall be on the total price (After Discount) and considering applicable discount offered by the bidder in different manner as described in ITB Sub-clause 11.9, if applicable.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Purchaser's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.4 & 27.5.

27.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid prices indicated in portal, the following costs and factors that will be added to Bidder's bid price in the evaluation using pricing information available to the Purchaser, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Envelope, and other deviations and omissions not so identified;
- (b) the performance of the facilities offered;

Bidder shall conform the guaranteed performance or efficiency of the facilities in response to the Technical Specifications. Equipment offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Equipments with a performance less than the specified may be rejected.

- (c) the extra cost of work, services, facilities, etc., required to be provided by the Purchaser or third parties
- (d) any other relevant factors listed in **BDS**.

27.5 Pursuant to ITB Sub-Clause 27.4, the following evaluation methods will be followed:

- (a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations identified in the evaluation of First Envelope, the cost of withdrawal indicated by the bidder in Attachment-5 of the First Envelope will be used. If such a price is not given, the Purchaser will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

- (b) Work, services, facilities, etc., to be provided by the Purchaser

Where bids include the undertaking of work or the provision of services or facilities by the Purchaser in excess of the provisions allowed for in the Bidding Documents, the Purchaser shall assess the

costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

27.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per ITB Sub Clause 27.2 shall remain unaltered.

28. Purchase/Domestic Preference

28.1 Preference for procurement of Goods /Services from Micro and Small Enterprises (MSEs) under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012

The firms, who are under the category of Micro and Small Enterprises (MSEs), shall be eligible for following benefits under the Public Procurement Policy of GoI for MSEs, subject to production of documentary evidence with regard to registration with **Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises.**

A. When L1 bidder (lowest evaluated bidder after e-RA) is a non-MSE bidder:

A.1) The MSE bidder(s), whose "Evaluated bid price" as per ITB Sub Clause 27.6 prior to e-RA is within the range of + 15% of the bid price of the lowest evaluated bidder (herein after called "X1 bidder") before e-RA, shall be eligible for an opportunity to match the price of the bidder whose bid price has been determined as the lowest subsequent to e-RA, as per ITB cl 29, (hereinafter referred to as "L1 bidder") (where L1 bidder is other than MSE bidder). If the MSE bidder(s) agrees to match the L1 bidder price, he shall be considered for award upto 25% of the total award value of the package.

A.2) In case there are more than one MSE bidder whose evaluated bid price as per ITB Sub Clause 27.6 prior to e-RA, are in the range of +15% **of the X1 bidder's price**, then all such MSE bidders shall be eligible for an opportunity to match the price of L1 bidder. If more than one MSE bidders agree to match the price of L1 bidder, they will be considered for award of upto 25% (collectively) of the package award value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the L1 bidder's price.

Further, if any one of the eligible MSE bidder(s) belongs to SC/ST category and agrees to match the L1 bidder, then such bidder shall be

considered for award upto 25% of the 25% (i.e. 4% of the package award value). If the eligible MSE bidder belonging to SC/ST category does not agree to match the L1 bidder's price, the full 25% of package award value shall be awarded on eligible MSE bidders as per above.

A.3) MSE bidders not meeting the stipulated financial criteria of QR i.e. MAAT & LA [refer ANNEXURE-A (BDS)] may also participate in bidding provided they meet the technical experience criteria/quality aspects. They, shall, however, be considered for award up to 25% of the package award value in case their bid price in within (+) 15% of price of non MSE L1 bidder (before e-RA) or lower, in line with PPP. These MSEs shall not be considered for participation in e-RA. Further, if bid price of any one or more MSE bidder(s) is less than the price of non MSE L1 bidder (after e-RA), the lowest MSE bidder shall be considered for award of 25% of the package award value at its own evaluated price. In such case, non MSE L1 bidder shall not be asked to match the price of such MSE bidder(s)

A.4) In case none of the eligible MSE bidder is considered for award as above, the contract for full value of the package shall be awarded on the non-MSE bidder emerging as L1 bidder.

B. When L1 bidder (lowest evaluated bidder after e-RA) is an MSE bidder:

B.1) In case an MSE bidder is meeting the Financial Position criteria of QR [refer Annexure-A (BDS)] and emerges as L1 bidder, then it shall be considered for award of full package quantity.

29. Confidentiality and Contacting the Purchaser

29.1 After the public opening of bids, 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 opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

29.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Purchaser shall be the sole judge in this regard.

F. Award of Contract

30. Award Criteria.

30.1 Subject to ITB Clause 31, the Purchaser will split the quantity of Goods & related services and award the contract(s) for the same to one or more Bidders whose bid has been determined to be substantially responsive, in the manner indicated in the ITB Clause 28, further provided that the Bidder(s) are determined to be qualified, as per the Qualification requirement specified in Annexure-A(BDS) to perform the Contract satisfactorily. 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). The Purchaser shall be the sole judge in this regard.

30.2 The Purchaser may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Purchaser, the bidder shall withdraw the deviations listed in Attachment 5 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Purchaser.

30.3 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-Clause 1.0 (b) and briefly indicated below:

30.3.1 The Award shall be made in one contract covering all Goods and Related Service.

31. Purchaser's Right to Accept any Bid and to Reject any or all Bids

31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

32. Notification of Award

32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

32.2 The Purchaser shall publish the results on its website and the portal, identifying the bid and Specification numbers and the following

information: (i) name of each Bidder who submitted a Bid; (ii) bid prices display as per e-forms at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The Purchaser 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.

32.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 34, the Purchaser will promptly discharge the bid securities, pursuant to ITB Sub-Clause 13.4 & 13.5.

33. Signing the Contract Agreement

33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

33.2 The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Purchaser shall sign and date the Contract Agreement immediately thereafter.

34. Performance Security

34.1 The successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price as per provision of GCC/SCC.

34.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 33 or Clause 34 or to commence the work after award shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

35. Fraud and Corruption

It is the Purchaser's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

POWERGRID as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

or

acts intended to materially impede the exercise of the Purchaser's inspection and audit rights.

- (a) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (b) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent,

collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Purchaser to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Purchaser

36. General

- 36.1 It is imperative for each bidder to satisfy himself completely of all local conditions. For better understanding of prevailing conditions at site and to get a realistic idea of the nature of work / localities, bidders may visit the site/ location to study & inspect the site, and accordingly assess the quantum of work involved, before quoting the rates and submitting the bids. Bidders are expected to assess any problems relating to the means of access to site, the accommodation they may require and its availability, besides any other aspect including financial implication affecting on execution of work(s) covered under these documents and specification.
- 36.2 POWERGRID reserves the right to accept the whole or any part of the tender and the bidder shall be bound to perform the same at his quoted rates.
- 36.3 Notwithstanding anything above, POWERGRID reserves the right to accept or reject any or all of the bids, without assigning any reason whatsoever.
- 36.4 Notwithstanding anything above, POWERGRID reserves the right to assess the bidder's capability and capacity to perform the contract.
- 36.5 POWERGRID shall not be responsible for any delay or non-receipt of (i) application money of bidder for issuance of bid document sent by post/ courier or (ii) hard copy portion of bid sent by bidder by post/ courier. No claim in this respect shall be entertained. However, POWERGRID reserves the right to reject or accept late / delayed bids.
- 36.6 POWERGRID reserves the right to re-schedule the date of submission & opening of bids. In case of such rescheduling, the bids submitted by bidder shall not be returned back to the bidder. The same shall be retained by POWERGRID and will be considered for opening on re-scheduled date of opening of bids. However, bidders are at liberty to submit revised bid on or before the rescheduled date & time, superseding the earlier bid.

36.7 Obligations for Proactive Disclosures:

- i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity;

and

- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract

36.8

Punitive Provisions:

Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the bid documents or contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract,

POWERGRID may take appropriate measures including one or more of the following:

i) if his bids are under consideration in any procurement :

- a) Forfeiture or encashment of bid security
- b) calling off of any pre-contract negotiations, and;
- c) rejection and exclusion of the bidder from the procurement process

ii) if a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by POWERGRID;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements as per the provisions specified at Chapter-10: Supplier Relationship Management;
- b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

36.9

POWERGRID reserves the right to ask any bidder to submit the bar chart covering major works under the subject package, the list of T&P and Manpower

proposed to be deployed to complete the work in schedule time, in case of award. The bidder is bound to submit the same as per requirement of POWERGRID.

- 36.10 POWERGRID reserves the right to verify all the documents, submitted by the bidder towards meeting the Qualifying Requirements (QR), with its originals. The bidder is bound to produce the original of QR documents for verification by POWERGRID. In case of non fulfilment of this requirements, POWERGRID reserves the right to reject the bid and to forfeit the EMD/Bid Security amount of the bidder.
- 36.11 Bidders may note that the Owner has uploaded its 'Works & Procurement Policy and Procedure: Vol.-I (Rev) & Vol.-II , **Addendum / Modification No. 7 dated 09.08.2023** on POWERGRID website. Those bidders who wish to peruse the same may visit www.powergridindia.com. However, it shall be noted that no other party, including the Bidder/ Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Owner on the basis of the same. The respective rights of Owner and Bidders/ Contractors shall be governed by the bidding documents/contracts signed between the Owner and the Contractor for the package. The provisions of bidding documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction

----- End of Section-II (ITB) -----