

SECTION - III

BID DATA SHEETS (BDS)

BID DATA SHEETS (BDS)

The following bid specific data for the Goods and Related Services to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	<p style="text-align: center;">“Replacement of floor finish with fitting and fixing vitrified/ceramic tiles and other fittings as per BOQ in Residential quarters and HRD Hostel of 400/220kV Substation, Raipur .”</p> <p>The Owner is:</p> <p>POWER GRID CORPORATION OF INDIA LIMITED, Western Region Transmission System - I, Regional Head Quarters, Sampriti Nagar, P.O.: Uppalwadi, Nagpur - 440 026, Maharashtra</p>
2.	ITB 1.1	<p>The Purchaser is:</p> <p>POWER GRID CORPORATION OF INDIA LIMITED, Western Region Transmission System - I, Regional Head Quarters, Sampriti Nagar, P.O.: Uppalwadi, Nagpur - 440 026, Maharashtra.</p> <p>Kind Attn.: Ch Manager (C&M) Telephone Nos.: +91(0)712-2641478 -79 Extn. 2373; Mobile: +91 (0) 9423762540 Fax: 0712-2650430/2641366 Email-ID: vijayrlikhar@powergrid.in</p> <p>Alternate Contact Person:</p> <p>Mr. M Arun Kashinath, Sr. GM (C&M) Telephone Nos.: +91(0)712-2641478 -79 Extn. 2361; Mobile: +91 (0) 9437159917 Fax: 0712-2650430/2641366 Email-ID: makashinath@powergrid.in</p>

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3.	ITB 2.1	<p>For the package, bids from Joint Venture are permitted.</p> <p>The Formats for joint vendor bidders are attached in Annexure-B</p>
4.	ITB 2.1, 2.2, 2.3 & 3.2	<p>Replace the word “Purchaser” with “Purchaser/Owner’.</p>
5.	ITB 2.3	<p>Substitute Clause for ITB Clause 2.3 (e):</p> <p>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.</p>
6.	ITB 2.3	<p>Additional Clause for ITB Clause 2.3 conflict of interest: , after (g) is as below:</p> <p>h) 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:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal. <p>i) 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.</p>
7.	ITB 3.1	<p>Substituting ITB 3.1 clause</p> <p>For the purposes of these Bidding Documents, the words “goods” includes commodities, raw materials, machinery, equipment and industrial plants and “related services”. “Related services” includes services such as transportation & insurance and other such obligation of the Supplier under the Contract.</p>
8.	ITB 6.1	<p>Address of the Purchaser is:</p>

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		Power Grid Corporation of India Limited, Western Region Transmission System - I, Regional Head Quarters, Sampriti Nagar, P.O.: Uppalwadi, Nagpur - 440 026, Maharashtra
9.	ITB 6.2 & 6.3	ITB 6.2 & 6.3 Deleted
10.	ITB 6.4	<u>Venue, date and time for Pre-bid Meeting:</u> There shall not be a Pre-Bid meeting for this package.
11.	ITB 9.1 (I) (iv), 15.1 (ii) (d), 17.1,20.1	<p><u>Supplementing ITB 9 I (a) (iv) & ITB clause 15.1 (ii) (d) with the following:</u></p> <p>1. Important: The subject package is the 'Pilot Project' of POWERGRID's e Procurement System. Bidders are required to take the Print Out of all the attachments of their 1st Envelope Bids and Price Bids filled on line by them on https://etender.powergrid.in. Print Outs are to be sealed and submitted along with the 'Hard copy part of the Bid' in different envelope with clear marking as indicated below:</p> <p><u>Envelop-4 : 1st Envelope Bids Printouts (Technical)</u> Duly signed print out of the entire First Envelope Bid uploaded on the portal https://etender.powergrid.in [Bid Form & various attachments (attachment 1 to 12)].</p> <p><u>Envelop-5 : 2nd Envelope Bids Printouts (Price)</u> Duly signed print out of the entire Price Bid filled against the line items online on the portal https://etender.powergrid.in along with Bid Price Summary shall be submitted in this Envelop.</p> <p>NOTE: Only Bid Security, Power of Attorney, which are part of hard copy part of the bid shall be opened and the remaining hard copy part of bids [<i>i.e., Envelop 4 and Envelop 5, as said above</i>] shall be kept unopened.</p> <p>The Employer shall not be responsible if bid could not be opened</p>

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		<p>online for what so ever reason. However, since the subject package is a SRM Pilot Project of POWERGRID, in the event of any system failures or files corruption and thereby the bid(s) is/are not obtained from the ERP/SRM e-tendering portal, the Print out of Bids sealed in separate envelope, submitted by the bidder(s) in Envelope 4 and Envelop 5, as hard copy part of the bids shall be opened and referred for comparison/evaluation purpose.</p> <p>Hard copy part of the bid shall be opened of only those bidders who have submitted their bid online (softcopy).</p> <p>2. Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order 2017.</p>
12.	ITB 9.1(I)(a)(ii), 9.1(I)(b)(ii), 9.3(i), 15.1(ii)(b), 16.4, 17.1,18.1, 20.3	<p><u>Supplementing clauses with the following:</u></p> <p><u>Integrity Pact is applicable for the Instant Package.</u></p>
13.	ITB 11.3	<p>Bidder shall give a break-down of their price in portal as follows:</p> <p>(i) Line No. 0001 & 0005</p> <p><i>(Bidders are required to quote their Ex works price and F&I for each line item under 'Base price' and 'Freight and Insurance' respectively on 'Conditions' tab available on portal).</i></p> <p>(ii) Line No. 0002 <i>Pertaining to Service</i></p> <p>(iii) Line No. 0003 & 0004</p>

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		<i>Pertaining to GST for Ex-works & Service portion respectively.</i>
14.	ITB 11.5 (c)	ITB 11.5 (c) Deleted
15.	ITB 13.1	Amount of Bid Security: INR 2,29,000/-
16.	ITB 13.2	List of Eligible Scheduled Commercial Private Indian Banks 1. Axis Bank Limited 2. Development Credit Bank Limited 3. Federal Bank Limited 4. HDFC Bank Limited 5. IndusInd Bank Limited 6. ING Vysya Bank Limited 7. Karnataka Bank Limited 8. Karur Vysya Bank Limited 9. Kotak Mahindra Bank Limited 10. Ratnakar Bank Limited 11. South Indian Bank Limited 12. Yes Bank Limited 13. ICICI Bank Limited
17.	ITB 14.1	Period of Validity of Bid: 180 days from the date of opening of Techno - Commercial Part.
18.	ITB 14.2	Period of Validity of Bid Security: 250 days from the date of opening of Techno - Commercial Part
19.	ITB 16.1	Supplementing Envelope-3 of ITB 16.1 with the following: Affidavit of Self certification regarding Minimum Local Content under PPP-MII order, if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII order, if applicable.
20.	ITB 16.2(a), ITB 17.1, and ITB 20.1	Address for submission of Hard copy of Documents; Address in Person or by Post: Ch Manager (C&M) Power Grid Corporation of India Limited,

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		<p>Western Region Transmission System - I, Regional Head Quarters, Sampriti Nagar, P.O.: Uppalwadi, Nagpur - 440 026, Maharashtra vijayrikhar@powergrid.in</p> <p>Deadline for uploading of Bids on the portal https://etender.powergrid.in and submission of Hard copy of Documents:</p> <p>Date : As per Rfx Time: 15:00 Hrs. (IST)</p> <p>Address for Bid Opening:</p> <p>Power Grid Corporation of India Limited, Western Region Transmission System - I, Regional Head Quarters, Sampriti Nagar, P.O.: Uppalwadi, Nagpur - 440 026, Maharashtra</p> <p>Time and date for Bid Opening - First Envelope: Date : As per Rfx Time: 15:30 Hrs. (IST)</p>
21.	ITB 16.2 (b)	<p>Bid Title: "Replacement of floor finish with fitting and fixing vitrified/ceramic tiles and other fittings as per BOQ in Residential quarters and HRD Hostel of 400/220kV Substation, Raipur."</p> <p>Specification No.: WR-I/C&M/VRL/I-3347/NIT-86-2024/RFX-5002003527</p> <p>Do Not Open Before: As per Rfx/15:30 Hrs. (IST)</p>
22.	ITB 24.1	<p><u>Supplementing Clause ITB 24.1</u></p> <p>The Bidder should comply with all the Technical Parameters mentioned in "Technical Specifications (Volume-II) Annexure-A of the bid documents and scanned copy of the same duly signed</p>

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		and stamped on all pages shall be uploaded by the bidder along with the bid.
23.	ITB 24.1 (c)	<p>The entire work under the package shall be completed in 03 months from the date of Brief Letter of Award.</p> <p>The supply of the material covered under the Contract can be made in Lots as per Scope of Work. However, the entire work (i.e. Installation) as per the Contract shall be completed within the time period specified above as per scope of work.</p>
24.	ITB 9 (P)	<p>e-Reverse Auction (eRA) shall be conducted for the Package.</p> <p>The same shall be done in the manner as indicated at Annexure-B.</p> <p>For the purpose of the aforesaid, the 'Indicative Estimated Cost for e-RA' is Rs. 6,20,95,921/— (Including GST), shall be considered.</p> <p>Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at Attachment D with its annexures.</p>
25.	ITB Sub Clause 28.1	<p>Supplementing Sub Clause 28.1 with the following:</p> <p>Purchase Preference as admissible under the policies of Government of India in vogue shall be as per Annexure-A (BDS).</p>
26.	ITB 35.0	<p>ITB Clause 35.0 is replaced with the following:</p> <p>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:</p> <p>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;</p>

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		<p data-bbox="597 338 1503 562">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;</p> <p data-bbox="597 600 1503 856">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;</p> <p data-bbox="597 894 1503 1003">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;</p> <p data-bbox="597 1041 1503 1444">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</p> <p data-bbox="597 1482 1503 1843">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;</p>

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27.		ITB -Add New Clause after 36.0
28.	37.0	<p>Obligations for Proactive Disclosures:</p> <p>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</p> <p>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.</p> <p>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</p>
29.	38.0	<p>Punitive Provisions:</p> <p>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,</p> <p>POWERGRID may take appropriate measures including one or more of the following:</p> <p>i) if his bids are under consideration in any procurement :</p> <p>a) Forfeiture or encashment of bid security</p> <p>b) calling off of any pre-contract negotiations, and;</p> <p>c) rejection and exclusion of the bidder from the procurement</p> <p>ii) if a contract has already been awarded</p> <p>a) Cancellation of the relevant contract and recovery of compensation for loss incurred by POWERGRID;</p> <p>b) Forfeiture or encashment of any other security or bond relating to the procurement;</p>

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		<p>c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;</p> <p>iii) Provisions in addition to above:</p> <p>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;</p> <p>b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;</p> <p>c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p>

Purchase Preference as per ITB 28.1

Preference for procurement of goods/services/works from 'Local Suppliers' under Public Procurement (Preference to Make in India) Order, 2017

In line with Public Procurement (Preference to Make in India) Order, 2017 (**PPP-MII Order**) issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 28/05/2018, and any subsequent modifications/Amendments, if any, 'Local Suppliers' shall be eligible for purchase preference as follows:

- (i) For the purpose of purchase preference under the PPP-MII Order

'Local Content' shall mean the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the Minimum Local Content.

'Minimum Local content' is 50% presently.

The lowest evaluated bid before e-RA shall be denoted as X1. The lowest evaluated bid after e-RA shall be denoted as L1. In cases where e-RA is not conducted, $L1=X1$ =lowest evaluated bid.

'Margin of Purchase Preference' means the maximum extent to which the price quoted by a 'Local Supplier' may be above the L1 for the purpose of purchase preference. Presently, this margin shall be 20%.

- (ii) If L1 bid is from a 'Local Supplier', the contract will be awarded to L1.
- (iii) If L1 bid is not from a 'Local Supplier', the lowest evaluated bidder among the 'Local Suppliers' based on the price after e-RA# will be invited to match the L1 price subject to 'Local Supplier's Evaluated Bid Price before e-RA falling within the Margin of Purchase Preference i.e. +20% of X1 and the contract shall be awarded to such 'Local Supplier' subject to matching the L1 price.

- (iv) In case such lowest eligible 'Local Supplier' fails to match the L1 price, the eligible 'Local Supplier' with the next higher bid within the Margin of Purchase Preference as brought at (iii) above, shall be invited to match the L1 price, and so on, and the contract shall be awarded accordingly.
- # *For the purpose of iii and iv above, the order in which the Local Suppliers shall be given an opportunity to match L1 price will be in the order of their rank (lowest evaluated price first) determined as follows:*
- *Price after e-RA in case of eligible Local suppliers shortlisted for e-RA*
 - *Price before e-RA in case of eligible Local suppliers not shortlisted for e-RA*
- (v) In case none of the 'Local Suppliers' within the Margin of Purchase Preference matches the L1 price, then the contract shall be awarded to the L1 bidder.
- (vi) The 'Local Supplier' shall give a self-certification in his bid in the given format, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs.10 Cr, the '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 a 'Local Supplier' emerges as L1 bidder after e-RA / agrees to match L1 price, he shall be required to re-submit the aforesaid certificate(s) stating that the item(s) offered meets Minimum Local Content considering the revised prices.

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