SECTION – II

INSTRUCTION TO BIDDERS (ITB)

TABLE OF CLAUSES

Preamble

A. Introduction 0

1. Source of Funds 1

2. Eligible Bidders 1

3. Eligible Goods and Related Services 3

4. Cost of Bidding 3

B. The Bidding Documents 7

5. Content of Bidding Documents 7

6. Clarification of Bidding Documents; and Pre-Bid Meeting 8

7. Amendment of Bidding Documents 9

C. Preparation of Bids 10

8. Language of Bid 10

9. Documents Comprising the Bid 10

10. Bid Form and Price Schedules 16

11. Bid Prices 16

12. Bid Currencies 17

13. Bid Security 25

14. Period of Validity of Bid 20

15. Format and Signing of Bid 21

16. Deadline for Submission of Bids 24

17. Late Bids 24

D. Bid Opening and Evaluation 25

18. Opening of First Envelope by Purchaser **25**

19. Clarification of Bids **26**

20. Preliminary Examination of First Envelope **27**

21. Qualification **28**

22. Evaluation of Techno - Commercial Part (First Envelope) **29**

23. Opening of Second Envelope by Purchaser **29**

24. Conversion to Single Currency **30**

25. Evaluation of Second Envelope (Price Part) **30**

26. Purchase/Domestic Preference **33**

27. Confidentiality and Contacting the Purchaser **33**

E. Award of Contract 34

28. Award Criteria **34**

29. Purchaser's Right to Accept any Bid and to Reject any or all Bids **34**

30. Notification of Award **34**

31. Signing the Contract Agreement **35**

32. Performance Security **35**

33. Fraud and Corruption **35**

34. General **37**

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* (PRANIT portal). online 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/Amendment[1] thereof on POWERGRID's website and in this regard, attention of the Bidder is drawn to Clause IFB 3.3, Section –I of the Bidding Documents. Those Bidders who wish to peruse the same may visit **www.powergrid.in.** 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 Guwahati shall have exclusive jurisdiction.

[1] **Including Amendment on** *"Capacity and Capability Assessment – regarding new parties undertaking erection works of Transmission Line Tower Packages", on "Ineligibility of Firms for Participation in the Bidding Process" and on "Black-Listing of Firms / Banning of Business"*.

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, subject to the conditions stipulated below in clause no. 2.3

(a) Company(ies), including Government owned Enterprises, registered and incorporated in India as per Companies Act, 1956.
(b) Partnership Firms in which the partners are Indian Citizens.
(c) Proprietorship concerns 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/ Owner

2.3 Unless otherwise specified in BDS, the firm has to be a **'Class-I Local Contractor'** as defined under Public Procurement (Preference to Make in India) Order, 2017, issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order) read in conjunction with Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.

Firms who are **not 'Class-I Local Contractor'** shall **not be eligible to bid**.

The **'Class-I Local Contractor'** shall **give a self-certification in his bid** in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class –I Local Contractor' and shall give details of the location(s) at which value addition is made.

Further, in case of packages above Rs. 10 crores, the **'Class-I Local Contractor'** 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 contractors other than companies), giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of

Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.

Further, in case price reduction during e-RA, the 'Class–I Local Contractor' or shall ensure that the item offered meets the Local Content requirement considering the revised prices.

The minimum local content requirement to categorize a supplier as **'Class-I Local Contractor'** is specified in BDS.

Further, entities of countries which have been identified by the Nodal Ministry/ Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

2.4 Any Bidder from a Country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority as per order No. **F. No. 6/18/2019-PPD (Order Public Procurement No. 1) dated 23/07/2020** and **F.No. 6/18/2019-PPD (Order Public Procurement No. 2) dated 23/07/2020**, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended Lines of Credit or in which Government of India is engaged development Projects.

For the aforesaid Purpose,

(i) **"Bidder"** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions.

(ii) of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(iii) **"Bidder from a country which shares a land border with India"** for this purpose means:

a. An entity incorporated established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated,

established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A Natural Person who is a citizen of such a country; or

g. A Consortium or Joint Venture where any member of the consortium or joint venture falls under any of the above

(iv) The beneficial owner for the purpose of iii) (d) above will be under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means

   Explanation

   a. **"Controlling ownership interest"** means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

   b. **"Control"** shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting rights;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An **Agent** is a person employed to do any act for another, or to represent

another in dealings with third person.

Further, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. **This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured from the vendors from the countries sharing the land border with India, such vendor will be required to be registered with the Competent Authority.**

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given Format in Volume III of bid documents Attachment 22.

2.5 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) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee–Licensor route, wherever permitted as per the provision of 'Qualification Requirement for the Bidders' in the bidding documents] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.2. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or

(g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser as Project Manager for the contract.

2.6 The Bidder, directly or indirectly shall not be a dependent agency of the Purchaser.

2.7 Firm, who is executing contract(s) or has executed contract(s) in the past for the Purchaser (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Purchaser of such event as below:

Sr. No.	***Event***	***Period for which bid(s) shall be considered as non-responsive/ not eligible***
1.	Termination of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Repeated failure of major Equipment while in service	1 year
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/contractors as Direct payment, under an existing Contract, due to financial position of Contractor	1 year
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*	Till the firm comes out of Resolution process

***** For the purpose of working out 50% of the Contract, following shall be taken into account:

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

The Purchaser shall be the sole judge in this regard and the Purchaser's interpretation on the aforesaid event(s) shall be final and binding.

3. Eligible Goods and Related Services

3.1 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 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/ Owner.

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 Following categories of Sellers shall however, be exempted from furnishing Bid Security:
Micro and Small Enterprises (MSEs) applying for exemption and relaxation shall be registered with Udyam Registration Portal specified by Ministry of Micro, Small and Medium Enterprises as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of ‘Udyam Registration Certificate’ with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.

4.4 All the Bidders except those exempted pursuant to ITB Sub-Clause 4.3 shall submit along with the hard copy part of bid a **nonrefundable fee as stipulated in the BDS towards the cost of Bidding Documents in the form of demand draft in favour of Power Grid Corporation of India Ltd., payable at Itanagar**.

4.5 Alternatively, the non-refundable fee towards the cost of Bidding documents 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.powergrid.in. While making such online payment, the bidder shall choose Segment as “Suppliers” and fill in details

as follows:

Payment Category	Tender fee
Sub-category	Tender Fee Payment-NER
Name of Depositor	Name of the Bidder (*name of the Sole bidder)*
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (*vendor code of the Sole bidder*)
Payment Remarks	Tender fee for..... [*enter the name of the package*]

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.

4.6 Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 21.1, except as exempted in ITB Sub-Clause 4.3 above, shall lead to outright rejection of the Bid

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:

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	Appendix to SCC (I to VIII)
Section VII	Annexure to BDS

1. Annexure-A QR
2. Annexure-B ERA (BDS)
3. Annexure-C(BDS)_non-divisible
4. Annexure-D SRM (BDS)
5. Annexure-E EMD format (BDS)

Volume-II: Technical Specification, Scope of Work, Drawing, SFQP

Volume-III : Bid Form, Price Schedules, Attachements

(The filled soft copy of the price schedules in excel format as in Volume-III

must be uploaded on section "Price Attachments" of Rfx response on SRM (PRANIT) portal. Submission of Soft Copy of Price Bid by any other means shall not be accepted by the Purchaser in any circumstances. If the bidder fails to upload Price Bid in Price Attachment Section of Rfx response his bid shall be treated as incomplete bid and shall be rejected.)

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 **seven (07) 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.

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) Bidding Document fee/ Online Payment Acknowledgement towards Bidding Document fee/ documentary evidence in support of exemption of Bidding Document fee.

(ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with ITB clause 13.

(iii) Integrity Pact (in two Originals), **if applicable**, in accordance with ITB Clause 9.3

(iv) Power of Attorney as per ITB Clause 9.3

(v) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page on a 100/- Rs. Non-Judicial Stamp Paper, in line with PPP-MII Order and MoP Order, as per ITB Clause 9.3

(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) Programmed file - **'First Envelope and Bid Form'** (Attachment 3 to 19 & Bid Form including attachment to QR in MS Excel format & other attachment 20 to 25 in word file covering various attachments, Integrity Pact and bid form for first envelope,

Bidders may note that non-submission of Bid Form shall lead to outright rejection of their Bid and no clarification shall be sought from them in this regard.

(ii) 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

The filled soft copy of the price schedules in excel format as in Volume-III has to be uploaded on section "Price Attachments" of Rfx response on SRM portal Submission of Soft Copy of Price Bid by any other means shall not be accepted by the Purchaser in any circumstances. If the bidder fails to upload Price Bid in Price Attachment Section of Rfx response his bid shall be treated as incomplete bid and shall be rejected.

Further, bidders need to fill up respective line items in Items Tab on portal in accordance with filled up price schedule (excel file of Volume-III) for generating Bid Price Summary. These 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 the Items Tab, the Purchaser reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents and prices filled up in price schedule (excel file of Volume-III).

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

9.3 Bidder shall submit copy of following documents by uploading on the portal as **soft copy part of the First Envelope** which forms a part of their response

(i) **Attachment 1: Bid Security**

Scanned copy of Bid Security in form specified in **ITB clause 13.2** or documentary evidence in support of exemption of Bid Security in accordance with ITB clause 13, shall be uploaded by Bidder in the online bid.

Bidder shall submit the hard copy of the Bid Security in original or a copy of Online Payment Acknowledgement towards Bid Security or copy documentary evidence in support of exemption of Bid Security, in a sealed envelope up to the deadline specified for submission of bids in ITB Clause 17.1, at the address mentioned in BDS.

If the bidder fails to submit Hard Copy of Bid Security in 'Original' before submission deadline at address mentioned in **ITB Clause 17.1**, but has uploaded scanned copy of Bid Security in its Technical Bid in the portal, the Bidder will have to submit the hard copy of the Bid Security directly to the Purchaser, at the address mentioned in the BDS, within 5 working days of opening of Technical Bid.

(ii) **Attachment 2: Power of Attorney:**
A Power of Attorney or any other document indicating that the person(s) signing the bid has (have) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.

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

(iii) **Attachment 3**: **Bidder's Eligibility and Qualifications:**

a) The bidder shall submit scanned copy of necessary documents as specified in Bidding Documents in support of meeting Technical Experience requirement and Financial requirement specified in the Qualifying Requirement for Bidders (**Annexure – A to BDS**).

The documents in support of meeting Technical Experience requirement shall include, but not limited to, self-certified copy of Contract/ Award Letter, Utility Certificate regarding completion of works/ supplies, Performance Report etc.

The documents in support of meeting Financial Requirement shall include Audited Balance Sheet and Profit & Loss Account for the best three (3) financial years out of the preceding five (5) financial years, as specified in Qualifying Requirement for the Bidders (**Annexure – A to BDS**).

[**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.]

b) Scanned copy of Type test reports, Statement of pointwise compliance of Technical Specifications etc., as required as per the relevant provisions of this Bidding Documents shall also be submitted.

However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/

documents/ declaration as above, the bidder may be debarred from the participation in Purchaser's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

(iv) Attachment 4, 4(A), 4(B): Eligibility and Conformity of the Facilities
Declaration in accordance with ITB Clause 3 that the facilities offered by the Bidder in its bid are eligible and conform to the Bidding Documents. (Format included in MS Excel File **'First Envelop and Bid Form – I')**

(v) **Attachment 5: Sub-contractors proposed by the bidders**

Attachment 5A: Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises

(vi) **Attachment 6: Deviations**
In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment-6 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 Clause 22.3 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents. (Format included in MS Excel File **'First Envelop and Bid Form – I')**

(vii) **Attachment 7: Alternative Bids**

(viii) **Attachment 8: Manufacturer's Authorization Form**

(ix) **Attachment 9: Bar Chart for Work Completion Schedule**

(x) **Attachment 10: Guarantee Declaration**
Scanned copy of above documents shall be uploaded (refer ITB Clause 15.4 below) (Format included in MS Excel File **'First Envelop and Bid Form – I')**

(xi) **Attachment 11: Declaration regarding Employment of ex-Employees with Bidder's Organization**
Scanned copy of above documents shall be uploaded. (Format included in MS Excel File **'First Envelop and Bid Form – I')**

(xii) **Attachment 12: Price Adjustment Data**

(xiii) **Attachment 13: Declaration regarding Social Accountability**
Scanned copy of above documents shall be uploaded. (Format included in MS Excel File **'First Envelop and Bid Form – I')**

~~(xiv) **Attachment 14: Integrity Pact**~~
~~The applicability of **Integrity Pact** to this Tender is specified in BDS. (Format included in Word File in Volume-III)~~

(xv) **Attachment 15:** Information for e-payment, Provident Fund (PF) details and

declaration regarding Micro/Small & Medium Enterprises *(Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below))*. (Format included in MS Excel File **'First Envelop and Bid Form – I')**

(xvi) **Attachment 16: Additional Information**
Scanned copy of following documents shall be uploaded (refer ITB Clause 15.4 below)

(a) 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.

(b) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country.

(c) Any other information which the Bidder intends to furnish.
(Format included in MS Excel File **'First Envelop and Bid Form – I')**

(xvii) **Attachment 17: Declaration for tax exemptions, reductions, allowances or benefits.** (Format included in MS Excel File **'First Envelop and Bid Form – I')**

(xviii) **Attachment 18:** NA

(xix) **Attachment 19: Declaration** (Format included in MS Excel File **'First Envelop and Bid Form – I')**

(xx) **Attachment 20: Declaration of Key Managerial Person and jointly Power of Attorney holder** (Format included in Volume III word File)

(xxi) **Attachment 21: Affidavit of Self Certification regarding Minimum Local Content in line with PPP-MII Order** *This affidavit to be prepared on a non-judicial stamp paper of Rs. 100/-*. (**Format included in Volume III word File)**

Submission as hard copy part of First Envelope of Bid: *The bidder shall submit the original affidavit in separate envelope as hard copy part of First Envelope Bid*.

Submission as soft copy part of First Envelope of Bid: *The bidder shall upload the scanned copy of affidavit as soft copy part of First Envelope Bid*.

In line with the PPP-MII Order and MoP order, the bidder shall submit the Affidavit of self-certification, in original, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on a non-judicial stamp paper of Rs. 100/-.

Further, Self-certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate

(xxii) **Attachment 22:** Certification by the Bidder as per DoE Order pursuant to ITB Clause 2.1**.** (Format included in Volume III word File)

(xxiii) **Attachment 23:** Declaration regarding events encountered pursuant to ITB **Clause 2.7.** (Format included in Volume III word File).

(xxiv) **Attachment 24:** Undertaking by the bidder regarding Compliance of DMI&SP policy. **(Format included in Volume III word File)**.

(xxv) **Attachment 25:** Declaration by the bidder for 'Code of Integrity for Public procurement'. (Format included in Volume III word File)

~~(xxvi) **Attachment 26:** Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA. (Format included in Volume III word File)~~

9.4 Bidder is required to provide complete and precise information in the bid along with supporting documentary evidence, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient.

Incomplete, partially complete, not clearly filled bid or bid giving incorrect information is liable to be rejected.

Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder's responsibility to respond with such clarity that will ensure POWERGRID not to misinterpret the bid.

10. Bid Form and Price Schedules

10.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents 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 6 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. The details of price schedules is given in **BDS.**

11.4 Bidder shall give the required details and a break down of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations as detailed in **BDS**.

11.5 **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 below, as part of its bid, a bid security of an amount mentioned in **Section BDS**.

13.2 The bid security shall, at the bidder's option, can be submitted by the Bidder in any one of the following alternative forms

(a) Bidders may submit their Bid Security/EMD by a crossed Bank Draft/Pay Order in favour of Purchaser from a reputed commercial bank.

(b) Bidders may also submit their Bid Security/EMD through **POWERGRID Online Payment Utility Payment** mode in the website https://www.powergrid.in ***or*** https://epay.powergrid.in.

While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

Payment Category	EMD
Sub-category	EMD Payment-NER
Name of Depositor	Name of the Bidder (*name of the Sole bidder)*

Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (*vendor code of the Sole bidder*)
Payment Remarks	Bid Security for ..... [*enter the name of the package*]

Bidder shall upload the "Online Payment Reference Number" as documentary proof as an attachment as part of Soft Copy of First Envelope.

13.3 **Following categories of Sellers shall, however, be exempted from furnishing Bid Security:**

Micro and Small Enterprises (MSEs) applying for exemption and relaxation shall be registered with Udyam Registration Portal specified by Ministry of Micro, Small and Medium Enterprises as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration Certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.

13.4 Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1), except as exempted at 13.3 above, shall be rejected by the Purchaser as being nonresponsive, pursuant to ITB Sub-Clause 22.4.

Bidder is also required to submit Hard Copy of the Bid Security in 'Original', in case not exempted in accordance with ITB clause 13.3, in a sealed envelope up to the deadline specified for submission of bids mentioned in **ITB Clause 17.1/ BDS, at the address mentioned in ITB Clause 9.3 (i)/ BDS**.

If the bidder fails to submit Hard Copy of Bid Security in 'Original' before submission deadline at address mentioned in ITB Clause 9.3 (i)/BDS, but has uploaded scanned copy of Bid Security in its Technical Bid, in the portal, the Bidder will have to submit the hard copy of the Bid Security directly to the Purchaser, at the address mentioned in the ITB Clause 9.3 (i)/ BDS, within 5 days of opening of Technical Bid.

13.5 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

13.6 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 35 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 34, and has furnished the required performance security, pursuant to ITB Clause 35.

13.7 In case of dishonouring the conditions as given below, the Bid Security/ EMD submitted by such bidders shall be forfeited and the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Purchaser to this effect.

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; 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 – Declaration of the Bid; or

(c) If the 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 34, or

(ii) to furnish the required performance security(ies), in accordance with ITB Clause 35 and/ or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.6.

(e) In case the successful bidder fails to commence the work after award.

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

13.8.1 In case the bid security is submitted in form of Crossed Bank Draft/ Pay Orders but the same is not of the prescribed value and/or the beneficiary of the Crossed Bank Draft/ Pay Order is other than POWERGRID.

13.8.2 In case Bid Security is submitted in form of Bank Guarantee:

i. The name of the Tender and/or the Specification Number, mentioned in the BG is different from the Tender 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.

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 Hard Copy Part of First Envelope shall be submitted as indicated in ITB clause 9.1 I. (a).

(ii) The Soft Copy Part of First Envelope shall be submitted as indicated in ITB clause 9.1 I. (b).

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.

Second Envelope

(i) No document is required to be submitted as part of Second envelope in Hard Copy.

(ii) The Soft Copy Part of Second Envelope shall be submitted as indicated in ITB clause 9.1 II. (b).

15.3 The Bidder shall upload the MS Excel files downloaded from the portal as part of the bid with the required cells duly filled in. If the bid submitted by the bidder is found to contain files different from the files downloaded from the portal or to contain the files with the tampered/modified locked contents, the bidder may run risk of rejection of bid.

The Bidder shall ensure that the MS Excel File uploaded in First envelope and in Second envelope are good and non-corrupted and the same can be opened and viewed by the Purchaser subsequent to opening of respective envelopes of the bid. In case Purchaser is not able to open and view these files for any reason, whatsoever, the bid submitted by the bidder shall be considered as non- responsive and shall be rejected and hence shall not be considered for further evaluation.

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:

Sr. No.	***Description of Documents***	***Name of File to be uploaded on the portal***
1.	Power of Attorney	poa.pdf
2.	DD against Bidding Document fee	dd.pdf
3.	Constitution of legal status	legal.pdf
4.	Technical Experience certificate issued by utility	techexp.pdf
5.	Financial Balance Sheets (for last five years)	balsheet.pdf
6.	Guarantee Declaration	guarantee.pdf
7.	Cancelled Cheque	cheque.pdf
8.	MSE_registration certificate	MSE_registration certificate.pdf
9.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf
10.	MSE owned by women	MSE_Women certificate.pdf
11.	Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf
12.	Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf
13.	Other Documents	other.pdf
14.	Attachments 20 to 27 in volume III	Attch.pdf

1. Bidder may put three (03) characters suffix for each file preceded by an 'under score' for their identification. (Example- poa_xyz.pdf)

2. 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...).

3. 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)

4. 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 ITB Clause 15.1 & 15.4 above) and submit the hard copy of following documents, duly marked as First Envelope (Techno – Commercial Part).

(i) Bidding Document fee/ Online Payment Acknowledgement towards Bidding Document fee/ documentary evidence in support of exemption of Bidding Document fee.

(ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with ITB clause 13.

(iii) Integrity Pact (in two Originals), if applicable, in accordance with ITB Clause 9.3

(iv) Power of Attorney as per ITB Clause 9.3

(v) Affidavit of Self Certification regarding Minimum Local Content in line with PPP-MII Order, as per ITB Clause 9.3

(vi) Any other document further specified in the **BDS** duly signed and stamped on each page.

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 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 **BDS**.

Hard copy of Bid in accordance with ITB Clause 16 must be received by the Purchaser at the address specified under ITB 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 any time prior to opening of bids, 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.

Further the Purchaser also reserves the right to extend bid submission timeline or recall the tender if e- Procurement server is down (i.e. inaccessible/ inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.

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.**

18.2 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 and evaluated in line with provisions of Bidding Documents.

18.3 *In case of MSEs who are exempted from submission if Bid security in line with ITB Clause 13.3, may be exempted from submission of hard copy of document in support of exemption, if the same is uploaded by the bidder in soft copy part.*

18.4 *Non-submission of soft copy/ hard copy part of documents identified in ITB Clause 21.1, prior to the deadline for submission of the same prescribed by the Purchaser in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted shall be sought through clarifications as brought out at ITB Clause 21.1. The evaluation of such bidders shall be carried out based on the submission of soft copies of the document, however in case such bidder emerges as successful bidder, it shall be their sole responsibility to submit the hard copies within 28 days of award of contract.*

18.5 In case, if the bidder has submitted the specific docuemnts 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) 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 online 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 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 Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents mentioned below, 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. Purchaser shall be sole judge in this regard.

(a) Documents related to/identified in ITB Sub-Clause 9.3 (ii) to 9.3 (xxvii)

(b) Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 4.4,

(c) Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the bids),

(d) Documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB Clause 5.5 or 13.1, Documentary evidence with regard to MSE owned by SC/ST enterpreuners 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 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.

21.2 The Purchaser 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. pertaining to work experience already submitted with the bid, 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.

The Purchaser may obtain historical Data/Facts with regard to general compliance with the bidder documents for any of the bidder through clarification or its own sources or from other record & same shall be considered for evaluation of the bid of that bidder. However, bidders may note that this does not dilute their responsibility to submit a complete and responsive bid comprising all the documents as requested as per the provision of bidding documents /or sought subsequently through clarification.

In respect of the submission of documents with regard to qualification criteria, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a work order without its completion/performance certificate, the certificate can be asked for and considered. However, no additional work experience, not already submitted with the bid, shall be asked for so as to qualify the bidder.

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 6 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 6 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

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 6 : 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 the bidding documents 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(QR) 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 the bidding documents. 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 all above purposes, Purchaser shall be sole judge in this regard.

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 6 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 General Conditions of Contract (GCC)/ Special Conditions of Contract (SCC)

(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 ITB Clause 25.1 above may view online tender opening on the portal from their end.

25.3 The bidders' names, the Bid Prices, any discounts, and any such other details as per Electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section of bidding document and considered for award of contract as provided in ITB Clause 31.

25.4 The Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB 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 price 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.

If there is a discrepancy between the quantity specified by the Purchaser and the quantity indicated by the bidder in any price schedules, the quantity specified by the Purchaser shall prevail and shall be corrected accordingly.

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 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 confirmed/deemed confirmed by the bidder for each item in the bid/schedules

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 evaluated price of the bidders.

Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

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 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 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;

Bidders shall state the functional guarantees (e.g., performance, efficiency, consumption) of the proposed facilities, named in the **BDS**, in response to the Technical Specifications. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(c) the performance of the equipment offered;

Bidder shall state the guaranteed performance or efficiency of the Equipment, named in the **BDS**, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum

(or maximum) specified shall be rejected.

(d) the extra cost of work, services, facilities, etc., required to be provided by the Purchaser or third parties

(e) any other relevant factors listed in **BDS**.

27.5 Pursuant to ITB 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-6 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 Clause 27.2 shall remain unaltered.

28. Purchase/Domestic Preference

28.1 Purchase Preference as admissible under the policy of Government of India in vogue will be allowed to Central Public Sector Enterprises in evaluation and comparison of bids.

29. e-Reverse Auction (e-RA)

29.1 If mentioned in the BDS, the electronic Reverse Auction (e-RA) shall be conducted for further reduction in the price.

30. Confidentiality and Contacting the Purchaser

30.1 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.

30.2 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

31. Award Criteria.

31.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in the bidding documents, to perform the contract satisfactorily.

31.2 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 6 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.

31.3 The mode of contracting with the successful bidder will be as per stipulation outlined in Section of the Bidding document named and refered to as General Conditions of Contract (GCC).

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

32.1 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.

33. Notification of Award

33.1 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. 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.

33.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly discharge the bid securities, pursuant to ITB Clause 13.4 & 13.5.

34. Signing the Contract Agreement

34.1 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.

34.2 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.

35. Performance Security

35.1 The successful Bidder shall furnish the performance security per provision of Section: General Conditions of Contract/Section: Special Condition Contract.

35.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 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.

36. 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:

(a) Defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means offering, giving, receiving, or soliciting anything of value to influence the action of Employer official(s) in the procurement process;

(ii) "Fraudulent practice" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Employer of the benefits of competitive prices;

(iii) "Collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Employer;

(iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or 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

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

(b) 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;

(c) 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

(d) 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.

37. General

37.1 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.

37.2 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 the quoted rates.

37.3 Notwithstanding anything above, POWERGRID reserves the right to accept or reject any or all of the bids, without assigning any reason whatsoever.

37.4 Notwithstanding anything above, POWERGRID reserves the right to assess the bidder's capability and capacity to perform the contract.

37.6 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.

37.7 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.

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