Construction of one (1) no. 33 kV Line Bay addition at the existing 33/11 kV Changlang Substation under the Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh

SECTION – III

BID DATA SHEETS (BDS)

Construction of one (1) no. 33 kV Line Bay addition at the existing 33/11 kV Changlang Substation under the Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh

BID DATA SHEETS (BDS)

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	**The Owner is:** Department of Power, Govt. of Arunachal Pradesh **The Employer is:** **Power Grid Corporation of India Limited,** **Comprehensive Scheme, Itanagar Office,** **Osor M. Tayeng Building, 4-th Floor, Nitivihar, Itanagar,** **Arunachal Pradesh- 791111**
2.	ITB 2.1	**For the package, bids from Joint Venture are not permitted.**
3.	ITB 2.2	Supplementing ITB clause 2.2 (d) Joint Venture Firms
4.	ITB 2.3	**Replace ITB 2.3 with following**: **This Invitation for Bids is open only to the eligible bidders to whom the Bidding Document has been issued.** **A.** Further, the firm has to be a **Class-I** as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with **'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/amendments, if any.** **Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 60%.**

Firms who are not Class-I shall not be eligible to bid.

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 county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class-I local supplier' and shall give details of the location(s) at which value addition is made (*Refer **Attachment-11** under Vol-III of bidding documents*).

Any false declaration regarding Local content by the bidder shall be transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in case price reduction during e-RA, the 'Class-I local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised price.

The bidder in event of award shall also comply with the requirement of MLC for individual items as listed in *Annexure-Local Content Requirement in Volume-II* of the bidding documents and shall purchase the items from Class-I local supplier.

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

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

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td>2.</td><td>Encashment of CPG due to non-performance</td><td>1 year</td></tr>
<tr><td>3.</td><td>Repeated failure of major Equipment while in service</td><td>1 year</td></tr>
<tr><td>4.</td><td>Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</td><td>1 year</td></tr>
<tr><td>5.</td><td>More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor</td><td>1 year</td></tr>
<tr><td>6.</td><td>Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)</td><td>Till the firm comes out of Resolution process</td></tr>
</table>

Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as termination. For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.

*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 Employer shall be the sole judge in this regard and the Employer’s interpretation on the aforesaid event(s) shall be final and binding.
</td></tr>
<tr><td>5.</td><td>ITB 4.4</td><td>Replace ITB Sub-Clause 4.4 with the following:

The non-refundable fee towards the cost of Bidding Documents shall be ₹ 2500/- (Rupees Two Thousand Five Hundred only)</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
6.	ITB 6.1	**Replace ITB Sub-Clause 6.1 with the following:** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer 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 Employer's mailing address indicated in the **BDS**. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.3.1, will be unacceptable, such an issue should be raised as above. The Employer 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 Employer. The Employer 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. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on portal *https://etender.powergrid.in* where all the bidders can see clarification/reply to query.
		Address of the Employer: Sr.DGM(C&M)/ Chief Manager(C&M) Power Grid Corporation of India Limited, Comprehensive Scheme, Itanagar Office, Osor M. Tayeng Building, 4-th Floor, Nitivihar, Itanagar, Arunachal Pradesh- 791111 **Mobile:** +91 9435560898/8099872690 Email Address:surajit@powergrid.in/tenzin.yuton@powergrid.in
7.	ITB 6.2	**Replace the existing clause by following:** It is, however, imperative for each Bidder to satisfy himself completely of all local conditions at the specified location(s), the form and the nature of the site. The Bidders, if they consider it necessary, have the permission of the Employer, to carry out surveys and soil investigations for aforesaid purpose at their own cost. In addition, the Bidders are expected to apprise and assess any problems relating to the means of access to the site, the accommodation they may require and its availability, besides any other aspects including financial implication affecting the execution of the work(s) covered under these documents and specifications. A Bidder shall be deemed to have full knowledge of the site (whether

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		he inspects or not) and no claim whatsoever on this account at any stage shall be entertained. Submission of Bid by a Bidder implies that he has read all the Bidding/Tender Documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the works.
8.	ITB 6.4	**Additional ITB clause 6.4** There shall be no pre-bid meeting for this tender.
9.	ITB 9.2	**Alternative bids shall not be permitted.**
10.	9.3 (i)	Supplementing ITB clauses mentioned alongside Address of the Purchaser is: Sr.DGM(C&M)/Chief Manager(C&M) Power Grid Corporation of India Limited Comprehensive Scheme, Project Manager Office, 4th-Level, Osor M. Tayeng Building, Nitivihar, Itanagar (Arunachal Pradesh) – 791111. **Mobile:** +91 9435560898/8099872690 Email Address: surajit@powergrid.in/tenzin.yuton@powergrid.in
11.	ITB 9.3(iii), ITB 21.2	The **Qualification Requirements** requirement shall be as per **ANNEXURE-A** to **BDS**
12.	ITB 9.3 (vii),(viii) (ix),(x),(xii), (xiv),(xxiv), (xxvi)	**Supplementing ITB clause 9.3 (vii),(viii),(ix),(x),(xii),(xiv),(xxiv),(xxvi)** **Not Applicable for Instant Tender**.
13.	ITB 11.3	**Replace the existing clause with the following:** Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedule. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner: Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule 1 to 2 shall be summarized in a grand summary of Price Proposal (Schedule 3) giving the total bid price(s) to be entered in the Bid Form. Schedule 1 Ex-works price of Plant and Equipment including Type Test Charges

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Schedule 2 Local Transportation, In-transit Insurance, loading & unloading Schedule 3 Installation Charges Schedule 4 Taxes and Duties Schedule 5 Grand Summary (Schedule Nos. 1 to 4) **Bidders shall note that the cost of materials used for civil, building and other construction works shall also be included and priced under Schedule No. 3, Installation Services.**
14.	ITB 11.4	**Supplement ITB clause 11.4 with the following:** The prices that are quoted and indicated in the Price Schedules shall include inter-alia, all costs such as cost of necessary materials, their transportation to site, cost towards tools, equipment and machineries including cost of personnel that may be required for successful completion of the work as per the technical specifications, Volume-II of the bidding documents including cost of site arrangement, overheads, insurance, whatsoever, as stipulated in the bidding documents for the total scope of work.
15.	ITB 11.5	**Replacing ITB Clause 11.5 with the following:** **The price components shall be FIRM throughout the currency of the contract and no Price Adjustment shall be applicable under any circumstances.** A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. **All the relevant clauses pertaining to price variation/adjustment, wherever appearing in the Bidding Documents stands deleted.**
16.	ITB 13.1	**Supplement Sub-Clause ITB 13.1 with the following:** The bid security/ Earnest Money Deposit (EMD) amount shall be **Rs. 1,55,000 /-** (**Rupees One Lakh Fifty-Five Thousand Only**). EMD exemption benefit shall not be extended to such MSEs who are registered as **TRADERs** under MSME**.**
17.	ITB 13.2	**Replacing Clause ITB 13.2 with the following:**

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>The Bid Security shall, at the bidder's option, be in the form of a Demand Draft in favour of Power Grid Corporation of India Limited payable at Itanagar; from a reputed commercial bank
or a bank guarantee from a reputed bank selected by the bidder or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The format of the bank guarantee/Insurance Surety Bond shall be in accordance with the form of bid security included in the Bidding Documents.
The Bid Security shall remain valid for a period of 30 days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 14.2. Besides, the additional claim period for the bid security in the form of Bank Guarantee/ Insurance Surety Bond shall be six (06) months beyond the end of validity period of the said instrument.

Alternatively, the bidder shall deposit the amount of EMD through POWERGRID online payment utility by following the link https://epay.powergrid.in/. While making online payment towards Bid Security, the bidder shall choose Segment as "Suppliers" and fill in details as follows:
<table>
<tr><td>Payment Category</td><td>EMD</td></tr>
<tr><td>Sub-category</td><td>EMD payment-NER</td></tr>
<tr><td>Name of Depositor</td><td>Name of the Bidder (name of the Sole bidder)</td></tr>
<tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the bidder, if existing (vendor code of the Sole bidder)</td></tr>
<tr><td>Payment Remarks</td><td>Bid Security for ..... [enter the name of the package]</td></tr>
</table>

Note: The bidder/seller shall note the "POWERGRID Payment Reference Number" of the completed transaction and mandatorily submit the same as a part of their technical bid. The bidder shall download online payment receipt from https://epay.powergrid.in/PGPYMTGW/pymtsearch.html and upload/submit the same to form a part of their technical bid.</td></tr>
<tr><td>1.</td><td>ITB 13.7</td><td><u>Replace ITB Clause 13.7 with the following</u>:

The bid security may 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</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect. (a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or (b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or (c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or (d) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or (e) 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 13.5, or **(f) In case of violation/transgression of 'Code of Integrity for Public Procurement' by the bidder/contractor in competing for the Contract, in accordance with ITB Clause 36.**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
2.	ITB 14.2	**Replace ITB Clause 14.2 with the following:** In exceptional circumstance, the Employer 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. **A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.7 shall not be applicable** A Bidder granting the request will not be required or permitted to modify its bid.
3.	ITB 15.1	**Replace ITB clause 15.1 with the following:** The bidder shall prepare the bid in the manner indicated in ITB Clause 9.0 and submit the bid in following manner: First Envelope: a) The soft copy of the bid consisting of the documents listed in ITB Clause 9 including relevant scanned documents (refer ITB Clause 15.4) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances. At the time of submission of the bid, Bidders are required to make sure that the First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded alongwith the bid. (*Please refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*). (ii) Hard copy of followings: a) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5. b) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II. c) Power of Attorney as per Clause 9.3 (ii); d) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order.

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>~~e) Integrity Pact (in two Originals), duly signed and stamped on each page on a 100/- Rs. Non-Judicial Stamp Paper~~

Second Envelope:

The soft copy of the price schedules as per ITB Clause 11 to be uploaded on the portal. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

At the time of submission of the bid, Bidders are required to make sure that the Second Envelope excel with file named “Price Schedule” duly filled as indicated on the RFx Parameters section under RFx information on the portal https://etender.powergrid.in must be uploaded along with the bid. (Please refer user manuals at the portal https://etender.powergrid.in regarding submission of bid).</td></tr>
<tr><td>4.</td><td>ITB 15.4</td><td>Replace the List of documents to be scanned & uploaded on the portal mentioned in ITB Clause 15.4 as below:

<table>
<tr><th>S. No.</th><th>Description of Documents</th><th>Name of File to be uploaded on the portal</th></tr>
<tr><td>1.</td><td>Power of Attorney</td><td>poa.pdf</td></tr>
<tr><td>3.</td><td>Constitution of legal status</td><td>legal.pdf</td></tr>
<tr><td>4.</td><td>Declaration for anticipated change in legal structure/ ownership</td><td>decl_legal.pdf</td></tr>
<tr><td>~~5.~~</td><td>The principal place of business</td><td>principal.pdf</td></tr>
<tr><td>6.</td><td>The place of Incorporation or the place of registration and the nationality of the owner</td><td>incorporation.pdf</td></tr>
<tr><td>10.</td><td>Bank Certificate</td><td>bank.pdf</td></tr>
<tr><td>11.</td><td>~~Manufacturer Authorization~~</td><td>~~manuauth.pdf~~</td></tr>
<tr><td>12.</td><td>~~Work Schedule (BAR Chart)~~</td><td>~~barchart.pdf~~</td></tr>
<tr><td>13.</td><td>~~Guarantee Declaration~~</td><td>~~guarantee.pdf~~</td></tr>
<tr><td>14.</td><td>~~Documentary Evidence for Base Price Indices~~</td><td>~~pvindex.pdf~~</td></tr>
<tr><td>15.</td><td>Cancelled Cheque</td><td>cheque.pdf</td></tr>
<tr><td>16.</td><td>MSE_registration certificate</td><td>UDYAM_registration certificate.pdf</td></tr>
<tr><td>17.</td><td>MSE owned by SC/ST entrepreneurs</td><td>UDYAM_SC-ST certificate.pdf</td></tr>
</table></td></tr>
</table>

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td>18.</td><td>MSE owned by women</td><td>MSE_Women UDYAM certificate.pdf</td></tr>
<tr><td>20.</td><td>Online Payment Acknowledgement towards Bid Security</td><td>Bid_Security_receipt.pdf</td></tr>
<tr><td>21.</td><td>Other Documents</td><td>other.pdf</td></tr>
</table>
</td></tr>
<tr><td>5.</td><td>ITB 16.1</td><td>Replace ITB Clause 16.1 with the following:
The Bidder shall upload the soft copy part of the bid as per the provisions of the portal and submit the hard copy of Bid Security or documentary evidence in support of exemption of Bid Security (as applicable), Power of Attorney and Self certification regarding Minimum Local Content, duly marked First Envelope (Techno – Commercial Part) in the following manner:

Envelope–1: Bid Security / documentary evidence in support of exemption of Bid Security

Envelope – 2: Power of Attorney

Envelope-3: Affidavit of Self certification regarding Minimum Local Content.

<s>Envelope-4: Integrity Pact.</s>

The Bidder shall upload the Excel files/Word files and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.</td></tr>
<tr><td>6.</td><td>ITB 16.2(a)</td><td>Supplementing ITB Clause 16.2 (a) with the following:

Address of the Employer for Submission, in Person or by Post, of Hard Copy Part of Bids:

Sr.DGM(C&M)/Chief Manager(C&M)
Power Grid Corporation of India Limited,
Comprehensive Scheme, Itanagar Office,
Osor M. Tayeng Building, 4-th Floor, Nitivihar, Itanagar,
Arunachal Pradesh- 791111

Mobile: +91 9435560898/8099872690
Email Address:surajit@powergrid.in/tenzin.yuton@powergrid.in

Deadline for submission of Hard copy of Documents</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Date: 19/12/2026; Time: up to 15:00 hours [Indian Standard Time (e-procurement server time)] **<u>Deadline for Soft copy part of the bid submission is</u>** **Date: 19/12/2026Time: 15:00 hours [Indian Standard Time (e-procurement server time)].** **Bid submission timelines will be defined as per the e-Procurement server clock only.** **<u>Time and date for Bid Opening:</u>** **Date: 19/12/2026** **Time: 15:30 hours (Indian Standard Time)** (a) **Bid Title:** **Construction of one (1) no. 33 kV Line Bay addition at the existing 33/11 kV Changlang Substation under the Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh** **<u>BID ENVELOPE</u>** **Do not open before 15:30 hours (Indian Standard Time) on 19/12/2026** **<u>Address for Bid Opening</u>:** **Power Grid Corporation of India Limited,** **Comprehensive Scheme, Itanagar Office,** **Osor M. Tayeng Building, 4-th Floor, Nitivihar, Itanagar,** **Arunachal Pradesh- 791111.**
7.	ITB 16.3	**Replacing ITB clause 16.3 with the following:** Bidder may upload Soft copy of the any other documents which they consider relevant along with Bid. All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."
8.	ITB 17.1	**Replacing ITB clause 17.1 with the following**: Soft copy of the bid shall be uploaded through the portal https://etender.powergrid.in at or before the submission time and

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		date as stipulated in the bidding document. Hard copy of Bid Security, Power of Attorney, Self-certification regarding Minimum Local Content, ~~Integrity Pact,~~ ~~Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture)~~ must be received by the Employer at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the BDS. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day. The Employer shall not be responsible if bid could not be opened for whatsoever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.
9.	ITB 19.4	**Replacing ITB clause 19.4 with the following:** No bid may be 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 and Bidder's **bids in future packages being considered non-responsive**, pursuant to ITB Sub-Clause 13.7.
10.	ITB 20.1	**Supplementing ITB Clause 20.1 with the following:** **Address for Bid Opening on portal** https://etender.powergrid.in**:** **Power Grid Corporation of India Limited,** **Comprehensive Scheme, Itanagar Office,** **Osor M. Tayeng Building, 4-th Floor, Nitivihar, Itanagar,** **Arunachal Pradesh- 791111.**
11.	ITB 21.1	**Replacing ITB Clause 21.1 with the following:** During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (ii) to (xxvi) ~~or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4~~, documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 4.3, documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		ITB 13.3, required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
12.	ITB 22.1	**Supplementing ITB Clause 22.1 with the following:** **If a bidder does not submit Bid Form along with its first envelope bid, his bid shall be considered non-responsive on the ground of incomplete bid and summarily rejected during the preliminary evaluation.**
13.	ITB 22.3	Replace Clause ITB 22.3 with the following: **Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents.** Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
14.	ITB 24.1 (c)	**Supplementing ITB clause 24.1 (c) with the following:** **Completion Schedule: TIME SHALL BE THE ESSENCE OF THE CONTRACT.** The works shall be completed in all respects within **03 (Three) months** reckoned from the date of issue of Notification of Award (NOA)/ Letter of Award (LOA).
15.	ITB 25.1	**Replace the clause 25.1 with the following:** 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. A negative

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Employer to such Bidders and the Second Envelope submitted by them shall be sent to archive unopened.
16.	ITB 27.2	**Replace Last Paragraph of ITB clause 27.2 with the following:** **……** If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and **the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.6.**
17.	ITB 27.4 (b) & ITB 27.4 (c)	**STANDS DELETED as Functional and Performance Guarantees are not applicable.**
18.	ITB 27.6	**Replacing Clause ITB 27.6 with the following:** For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the Equipment is applicable.
19.	ITB 29	**Replacing ITB Clause 29 with the following**: **E-Reverse Auction (e-RA) is not applicable for the instant tender.** **However, in case there is a tie between the lowest bidders, then the tender shall be decided in the following manner:** i. The lowest bidders shall be required to submit revised prices. ii. The revised prices to be quoted by the bidders shall not be higher than the originally quoted rates. iii. The bidder offering prices higher than the original price shall be rejected. iv. The bidder offering the lowest price shall be awarded the contract subject to fulfillment of other requirements of the tender. In case the bidders are tied again (i.e. in case the lowest bidders quote the same rate) then the above process shall be repeated.
20.	ITB 33.1	**Supplementing Clause 33.1 of ITB:** **NOTIFICATION OF AWARD (ISSUE OF LETTER OF AWARD):** Notification of Award (NOA)/ Letter of Award (LOA) will be issued in writing to the successful Bidder by the Employer and shall constitute the formation of the contract. The letter of award may be followed by the Contract Agreement (CA). **CONTRACT AGREEMENT:**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Contract Agreement (CA) incorporating all the accepted conditions may be issued in duplicate. One duplicate copy duly accepted and with signatures and stamp of authorized signatory of the Contractor on each page shall be returned by the contractor as a token of acknowledgment.
21.	ITB 34	**This clause shall replace ITB Clause 34:** The Contractor will prepare the Contract Agreement in the prescribed proforma attached with the LOA, on appropriate non-judicial stamp paper of requisite value issued from the Courts of Jurisdiction. This Contract Agreement shall be signed with POWERGRID within **Twenty-Eight (28) days** of the issue of LOA. In case the requisite CPG is not furnished within **Twenty-Eight (28) days** of issue of LOA/NOA and signing of Contract Agreement is delayed, POWERGRID shall at its discretion take appropriate action as deemed necessary as per LOA. The entire responsibility for the delay in sending acceptance of LOA, not furnishing CPG or signing of Contract Agreement shall rest with the Contractor which may result into forfeiture of his or her EMD (Bid Security) or termination of Contract. **Signing the Contract Agreement shall be Applicable only for Contract Value of ₹ 50 Lakh or above.**
22.	ITB 35	**Replace Clause 35 of ITB:** Within **Twenty-Eight (28) days** after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for **10% (Ten percent)** of the contract price in the proforma provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. Alternatively, Security deposit shall be deducted from the running bill @10% until the amount so deducted equals the value of Security deposit, i.e. 10% of the contract price. In such case Earnest Money deposit shall be released only after deduction of full security deposit from running bill.
23.	ITB 36	**Replace ITB 36 with the following in Section: BDS:** 35.0 It is the Employer's policy that requires the bidder to sign a declaration along with its bid about abiding by a 'Code of Integrity for Public Procurement'. This policy is attached as **Appendix-II** to the Special Conditions of Contract. 35.1 In pursuance of this policy, the Employer:

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(a) will take appropriate measures in line with the above policy if it determines that the bidder recommended for award has, directly or through an agent, has violated this Code of Integrity in competing for the contract in question; and (b) 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 Employer 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 Employer.

Note- At the time of submission of the bid, Bidders are required to make sure that:

1. The First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded along with the bid.

2. Price Attachment: Bidder has to quote their prices itemwise in a sheet titled "**Price_schedule**". GST has to be quoted separately as indicated in the same sheet. The Second Envelope excel with file named **"Price_schedule"** must be uploaded along with the bid as Price Attachment only in "Notes and Attachment" Section. **It should not be uploaded as part of Technical Attachment.**

As per the provisions of the portal, it is mandatory to upload aforesaid excel **files with titled as per above (*Bidders may refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).**

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