SECTION – III

BID DATA SHEETS (BDS)

Construction of Closed cum semi-closed store & open storage platform at 765/400/220kv Mandsaur (New) substation

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB)

Sl. No	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	The Owner - POWERGRID Mandsaur Transmission Limited. **Kind Attn.:** **Chief Manager (C&M)** Mandsaur SS
2.	ITB 1.1	The Employer is: Power Grid Corporation of India Limited, Western Region II **Kind Attn.:** **Chief Manager (C&M)** Power Grid Corporation of India Limited, Western Region II, Regional Head Quarter, Sama Savli Road, Vadodara - 390008 Mobile: 9480822585/9904754872 Email: dhineshkumar.s@powergrid.in cnmwr2@powergrid.in
3.	ITB 2.1	For the package, bids from **Joint Venture** are not permitted.
4.	ITB 2.2	**Supplementing ITB clause 2.2** (d) Joint Venture Firms
5.	ITB 2.1	**Replace ITB 2.1 with following:** This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

		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). **Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Noification of Award as per ITB 33.** **However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.** **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 persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process** **(ii) "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** **(iii)The beneficial owner for the purpose of (ii) (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**

Sl. No	ITB Clause Ref. No.	Bid Data Details
		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 decisions 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 relevant 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 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.**

Sl. No	ITB Clause Ref. No.	Bid Data Details
		The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format. **Further, the firm has to be a 'Class-I local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 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 local supplier' shall not be eligible to bid.** **The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class –I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in case price reduction during e-RA, the 'Class –I local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices.** **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**

<table>
<tr><th>Sl. No</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
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a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

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:
<table>
<tr><th>Sr. No.</th><th>Event</th><th>Period for which bid(s) shall be considered as non-responsive/ not eligible</th></tr>
<tr><td>1.</td><td>Termination of Contract due to Contractor’s default</td><td>1 year</td></tr>
<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>
*For the purpose of working out 50% of the Contract, following shall be taken into account:
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Sl. No	ITB Clause Ref. No.	Bid Data Details
		(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.**
6.	ITB 5.1	**Insert the following after Sl. No. 19** **20. Form of Joint Deed of Undertaking by the Collaborator/ Parent/ Principal Company of Subsidiary Company/ JV Company/ Group Company alongwith the Bidder/ Manufacturer** ***{applicable to bidder qualifying through route-2 & route-3 of the qualification requirement}*** **21. Form of Bank Guarantee for Contract Performance (to be submitted by Collaborator/ Parent/Principal Company).** [Stipulated in Clause 1.2/ 1.3 of Annexure-A (BDS)] (*Applicable for Route-2 & Route-3 of the Qualification Requirement*) 22. In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, then Form of Joint Deed of Undertaking needs to be submitted 23. In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners Form of Bank Guarantee for Contract Performance needs to be submitted jointly by both the partners 24. Format of value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer (to be submitted during contract execution).
7.	ITB 5.1	~~**Replace clause ITB 5.1 with the following:**~~ ~~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:~~ ~~……~~ ~~……~~ ~~Section VI Sample Forms and Procedures (FP)~~ ~~……~~

Sl. No	ITB Clause Ref. No.	Bid Data Details
		~~7a. Bank Guarantee Form for Advance Payment~~ ~~7b. Surety Bond Form for Advance Payment~~ ~~.....~~ ~~.....~~ ~~.....~~
8.	ITB 5.4	**Supplementing ITB clause 5.4 with the following:** The nonrefundable fee towards the cost of Bidding Documents shall be **INR 12,500**/-
9.	ITB 6.1	**Address of the Employer:** **Chief Manager (C&M)** Power Grid Corporation of India Limited, Western Region II, Regional Head Quarter, Sama Savli Road, Vadodara - 390008 Mobile: 9480822585/9904754872 Email: dhineshkumar.s@powergrid.in cnmwr2@powergrid.in
10.	ITB 6.1	Replace line 7 to 11 of para 6.1 as below: 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.
11.	ITB 6.4	**Additional ITB clause 6.4** **There shall be no pre-bid meeting for this tender.**
12.	ITB 9 I (ii)	**Supplementing with following:** Amount of Bid Security: The amount of Bid Security is Rs. 4,34,000/- (Rupees Four Lakh Thirty-Four Thousand only)
13.	ITB 9.1 (b) (ii)	**Replace existing clause with following:** The Amount of Bid Security to be submitted along with the Bid is Rs. 4,34,000/- (Rupees Four Lakh Thirty-Four Thousand only)

Sl. No	ITB Clause Ref. No.	Bid Data Details
14.	ITB 9 I (viii) & 9.1 (b) (vii)	**Supplementing ITB clause 9. I (viii) & 9.1 (b) (vii) with the following:** a) Bidders shall also submit Joint Deed of Undertaking by the Collaborator/ Parent/Principal Company of Subsidiary Company/ JV Company/ Group Company along with the Bidder/ Manufacturer, duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS), in the Format given at Sl. No: 20 of Section – VI: Sample Forms and Procedures. b) Form of Bank Guarantee for Contract Performance then Bidders shall also submit Joint Deed of Undertaking duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS), in the Format given at Sl. No: 22 of Section – VI: Sample Forms and Procedures **c)** Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order. **d)** ~~Bidders shall also submit (i) Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page.~~
15.	ITB 9.2	Alternative bids shall not be permitted.
16.	ITB 9.3 (a)	**Deleted**
17.	ITB 9.3	**Supplementing ITB clause 9.3 with the following:** Bidder is required to provide complete and precise information in the bid along with supporting documentary evidences, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient. Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected.

Sl. No	ITB Clause Ref. No.	Bid Data Details
		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.
18.	ITB 9.3 (c)	Attachment 3: Bidder's Eligibility and Qualifications *(Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification. In case of Joint Venture bid, submission of Hard Copy in 'Original' of the JV Agreement and POA for JV)* In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with **Annexure – A (BDS)**, if its bid is accepted. The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2. The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure – A (BDS) and shall also include: The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv)In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate. The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of

Sl. No	ITB Clause Ref. No.	Bid Data Details
		the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct. Declaration for anticipated change in legal structure/ ownership, if any. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any. If the opening of the bids pursuant to ITB Clause 20.1 or the ascertainment of qualification pursuant to ITB Clause 23.1 is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Sub-clause 21.1, the Bid shall be rejected. Scanned copy of above documents shall be uploaded (refer para 15.4 below). 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 Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter alia bid submitted by the bidder in future packages as non responsive in line with ITB 13.6 [**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 sheet, income statement, 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

Sl. No	ITB Clause Ref. No.	Bid Data Details
		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.] Unless otherwise mentioned in **BDS**, bids submitted by a joint venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements in Annexure-A (BDS), shall comply with the following requirements: (i) The bid shall include all the information required for Attachment 3 as described above for each joint venture partner. (ii) The bid shall be signed so as to be legally binding on all partners. (iii) One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Form-14 of Section-VI. (iv) The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader. (v) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms. (vi) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Form-15 of Section-VI, including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability. (vii) The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV should have active participation in execution during the currency of the contract. This should not be

Sl. No	ITB Clause Ref. No.	Bid Data Details
		varied/modified subsequently without prior approval of the Employer; and In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed **Annexure-A (BDS)** for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid. A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected. In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per proforma in attachment 8 to supply and/or install that item in the Employer's country; and (iii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause 3.2 and meets the minimum criteria listed for an individual Bidder for that item. **Supplement ITB clause 9.3 (c) with the following:** i) Bidders shall also submit Joint Deed of Undertaking to be executed by the Collaborator/ Parent/ Principal Company alongwith the bidder. ii) In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, then Form of Joint Deed of Undertaking have to be submitted.
19.	ITB 9.3 (o)	**Supplementing ITB clause 9.3(o) with the following:** Integrity Pact must be submitted in physical form at the address given at ITB 16.2 a) at or before 11:00 Hrs. on 03.12.2026.

Sl. No	ITB Clause Ref. No.	Bid Data Details
20.	ITB 9.3 (v), (w), (x), (y), (z) (aa), (bb) & (cc)	**Add new Clauses ITB 9.3(v), ITB 9.3(w), ITB 9.3(x), ITB 9.3(y), ITB 9.3(z), ITB 9.3(aa), ITB 9.3(bb), ITB 9.3(cc) and ITB 9.3(dd):** **9.3 (v) Attachment 21: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (*submission of Hard Copy in 'Original'*), *to be submitted on a non-judicial stamp paper of Rs. 100/-by an Indian Bidder and foreign Bidder may submit the Affidavit on its company's letterhead.*** 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 and MoP Order, 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. **9.3(w) ~~Attachment 22: Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII Order and MoP Order, if applicable *(submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/ cost accountant/chartered accountant.***~~ ~~In line with the PPP-MII Order and MoP Order, the bidder shall submit certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, on the letter head of the auditor/chartered accountant.~~

Sl. No	ITB Clause Ref. No.	Bid Data Details
		~~Further, auditor's/ accountant's certificates (as the case may be) submitted by the Bidder may be 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~~. **Not Applicable** **9.3(x) Attachment 23:** Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA. 9.3(y) ~~**Attachment 24:** Confirmation in regard to Type Test (to be furnished in case bidder is proposing to qualify through Note 4 under Route 1 of QR).~~ Not Applicable **9.3(z) Attachment 24:** Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1 *(In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture)* **9.3(aa) Attachment 25:** Undertaking regarding submission of original/Hard copy part of the bid **9.3(bb) Attachment 26: Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products (*submission of Hard Copy in 'Original' on Domestic Manufacturer's letter head)* *NOT APPLICABLE*** Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published " *Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement*". The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any. In case the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods as under the package are sourced from domestic manufacturers other than the bidder, the

Sl. No	ITB Clause Ref. No.	Bid Data Details
		bidder shall furnish Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron &Steel Products, as part of its bid. Bidder's failure to submit the Authorization certificate duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid. **9.3(cc) Attachment 27: Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products** ***(submission of Hard Copy in 'Original') to be submitted on a non-judicial stamp paper of Rs. 100/-.*** ***NOT APPLICABLE*** In line with the aforesaid policy mentioned at (v) above, the bidder shall submit the Affidavit of self-certification, in original, to POWERGRID declaring that the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs. 100/-. In case the Iron & Steel Products are sourced by the bidder, then the Affidavit of self-certification shall be issued by the bidder. Further, in case the Iron & Steel Products are also to be sourced from Domestic manufacturers other than the bidder, the Affidavit of self-certification shall be issued by the said Domestic Manufacturer(s). Bidder's failure to submit the Affidavit of Self certification duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid. Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and POWERGRID. **9.3(dd) Attachment 28:** Certification by the Bidder as per DoE Order in line with ITB Clause 2.1*(In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture)* **9.3(ee) Attachment 29:** Bid Security Declaration to be submitted by bidder- Not Applicable

Sl. No	ITB Clause Ref. No.	Bid Data Details
		9.3(ff) Attachment 30: Declaration by the bidder for 'Code of Integrity for Public procurement **9.3(gg) Attachment 31:** Undertaking Regarding Acceptance of GCC/SCC and Other Conditions of Bid Documents **9.3(hh) Attachment 32:**Declaration regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy
21.	ITB 13.1	**Replace Clause ITB 13.1 with following:** The Amount of Bid Security to be submitted along with the Bid is Rs. 4,34,000/- (Rupees Four Lakh Thirty-Four Thousand only)
22.	ITB 13.2	**Replace Clause ITB 13.2 with following:** The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order/banker certified cheque in favour of Employer as stipulated in BDS 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. Bid security shall remain valid for a period of twenty-eight (28) days beyond the original validity period of the bid. Security shall be valid up to the date as mentioned in BDS, or any other date as 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.
23.	ITB 14.1	**Supplementing ITB clause 14.1** The Bids shall be valid for the period of **180 days** from the date of opening of First Envelope.
24.	ITB 14.2	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

Sl. No	ITB Clause Ref. No.	Bid Data Details
		refuse the request, in which provision of non-responsiveness in future packages as per ITB 13.6 shall not be applicable. A Bidder granting the request will not be required or permitted to modify its bid
25.	ITB 15.1(ii)(g)	**Supplementing ITB clause 15.1 (ii)(g) with the following:** h) Bidders shall also submit Joint Deed of Undertaking by the collaborator/ Parent Company along with the bidder/ Manufacturer, duly signed and stamped on each page in original, if applicable as per **Annexure-A (BDS)**, in the Format given at Sl. No: 20 of Section – VI : Sample Forms and Procedures. i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page and Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order. k) Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron &Steel Products, if applicable and Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page.
26.	ITB 15.2(j)	**Add new clause** Bidders need to fill up respective line items in Items Tab on portal in accordance with filled up price schedule 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 Employer 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.
27.	ITB 16.1	**Supplementing ITB clause 16.1 with the following:** Envelope – 6: Affidavit of Self certification regarding Minimum Local Content under PPP-MII order and MoP Order, if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII order

Sl. No	ITB Clause Ref. No.	Bid Data Details
		and MoP Order, if applicable, Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products and any other documents as required (refer para 15.1 above).
28.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, and ITB 20.1	**The deadline for for submission of Soft copy part of the bid is as under:** **Date: 03.12.2026** **[Time: 1100 hrs. [Indian Standard Time (e-procurement server time)].** **Bid submission timelines will be defined as per the e-Procurement server clock only.** **The deadline for submission of Hard copy part of the bid is as under:** **Date: 03.12.2026** **Time: 1100 hours (Indian Standard Time)** **Address for submission of Hard copy of Documents;** Address in Person or by Post: Chief Manager (C&M) Power Grid Corporation of India Limited, Western Region II, Regional Head Quarter, Sama Savli Road, Vadodara - 390008 Mobile: 9480822585/9904754872 Email: dhineshkumar.s@powergrid.in cnmwr2@powergrid.in **Address for Bid Opening:** **POWER GRID CORPORATION OF INDIA LTD.** **Western Region II,** **Regional Head Quarter,** **Sama Savli Road,** **Vadodara - 390008** **Time and date for Bid Opening – First Envelope:** **Date : 03.12.2026** **Time: 1130 hours (Indian Standard Time)**

Sl. No	ITB Clause Ref. No.	Bid Data Details
		(a) Bid Title: …… *(insert Name of the Package & Specification No.)* …… **FIRST ENVELOPE** (a) Do not open before 11:30 hours (Indian Standard Time) on 03/12/2026.
29.	ITB 17.1	**Supplementing ITB clause 17.1 with the following:** Hard copy of Joint Deed of Undertaking/ Undertaking, duly signed and stamped on each page in original, if applicable as per **Annexure-A (BDS)** of the Bidding Documents in the Formats given at Sl No: 20 of Section – VI: Sample Forms and Procedures, 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.
30.	**ITB 19.2**	**Replace the clause ITB 19.2 with the following:** The Bidder's modifications shall be done and submitted as follows: (i) VOID (ii) Soft copy of the entire bid if any modification is there.
31.	ITB 19.4	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 bid in future packages being considered nonresponsive, pursuant to ITB Sub-Clause 13.6.
32.	ITB 21.1	**Replacing first Para of 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 (b), (o), (s), (t), (u), (v), (w), (x), (y), (z), (aa), (bb), (cc) and (dd) 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

Sl. No	ITB Clause Ref. No.	Bid Data Details
		Public Procurement Policy for MSEs pursuant ITB 5.5 or 13.1,documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the 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.
33.	ITB 22.3.1	**Replace Clause ITB 22.3.1 with the following:** Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5 (**Contractor's Responsibilities**), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 39 (Arbitration) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.
34.	ITB 23.2.1, 23.2.2, 23.2.3, 23.2.4 & 23.2.5	Add new clauses 23.2.1, 23.2.2, 23.2.3, 23.2.4, 23.2.5 & 23.2.6 23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) for various packages to be considered for award [shall mean the package(s) for which award has been placed on that Bidder/ Bidder is under the zone of consideration for award of the package(s)] during such Financial Year (i.e. April to March) shall not exceed 1.5 (one and half) times the Average Annual Turnover (AAT) of the Bidder worked out in the manner as specified in Qualification Requirement for the Bidder(Annexure-A(BDS), Section-III, Volume-I of Bidding Documents). However, the award of contracts as above shall be further restricted to the Balance Bid Capacity (i.e., Bid Capacity net of works under execution), as declared by the bidder itself in its bid as per clause ITB 23.2.1.1 below.

Sl. No	ITB Clause Ref. No.	Bid Data Details
		23.2.1.1 Pursuant to clause ITB 23.2.1, the award of contract on a bidder shall be further restricted based on Balance Bid Capacity of a Bidder. The Balance Bid Capacity shall be based on declaration by Power of Attorney Holder and KMP of the bidder in the bid based on the following formulae: Balance Bid Capacity (in Rs) = 3T-B, where T = Maximum value of Civil Works, executed in any one financial year during the last 5 financial years taking into account the completed as well as the works in progress B = Value of existing commitments and ongoing similar works yet to be completed as on the 1st date of quarter of the financial year in which the bids are opened. 23.2.1.2 The Employer may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate. 23.2.1.3 Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package. .4 Notwithstanding the declaration by the bidder as above, the Bid Capacity shall be subject to assessment, if any, by the Employer. 23.2.1.5 The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any misrepresentation of facts, submission of false and/ or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer'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. 23.2.1.6 A new party or a bidder on whom there is no ongoing contract for similar works awarded by POWERGRID and/or the SPVs referred to in para 23.2.1.1 above, shall be considered for award of at least one contract even if the balance bid capacity criteria as per para 23.2.1.1 is not met.

<table>
<tr><th>Sl. No</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td>35.</td><td>ITB 24.1 (c)</td><td>The Time for Completion shall be as under :

<table>
<tr><td>Description</td><td>Duration in Months from the date of Notification of Award</td></tr>
<tr><td>Taking Over by the Employer upon successful Completion of</td><td></td></tr>
<tr><td>Construction of Closed cum semi-closed store & open storage platform at 765/400/220kv Mandsaur (New) substation

SPECIFICATION NO: WR2/T/W-CIVIL/DOM/G01/26/14980
Rfx No.: 5002005801</td><td>06 months</td></tr>
</table>
</td></tr>
<tr><td>36.</td><td>ITB 27.2</td><td>Replace part of clause “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” with “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 future packages will be considered non responsive in line with ITB 13.6”</td></tr>
<tr><td>37.</td><td>ITB 27.4 (b)</td><td>As per Sample Form and Procedures</td></tr>
<tr><td>38.</td><td>ITB 27.4 (c)</td><td>Bidder shall conform the guaranteed performance or efficiency of the Equipments, 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.</td></tr>
<tr><td>39.</td><td>ITB 28.2</td><td>Add a new sub clause 28.2 as under:

No margin of domestic preference will be allowed in evaluation and comparison of bids.</td></tr>
</table>

Sl. No	ITB Clause Ref. No.	Bid Data Details
40.	ITB 29	Replacing ITB clause 29 with following: 29. e-Reverse Auction (e-RA) 29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at Annexure-B(BDS). Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at Annexure-C (BDS). ***For the purpose of the aforesaid Indicative Estimated Cost for e-RA is Rs. 2.55 Crore including GST' .***
41.	ITB 31.2	**Replace existing clause with following:** The Employer 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 Employer, 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 bid submitted by Bidder for future packages will be considered nonresponsive as per ITB 13.6. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.
42.	ITB 31.4	**Replace the existing provisions with the following:** Award for the entire scope of work shall be placed on the lowest evaluated and qualified bidder who is found capable to perform the Contract in the event of award**.** The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-clause 2.1 and briefly indicated below:
43.	ITB 35.1	**Replace the ITB Cl. 35.1 with the following:**

Sl. No	ITB Clause Ref. No.	Bid Data Details
		(i) 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 plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the BDS and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture. (ii) In addition to the Performance Security of 10% of the Contract Price, the successful bidder is required to furnish additional performance security(ies), if applicable as per stipulated QR/**Clause no. 5** of Joint Deed of Undertaking mentioned at Sl. No. 20, 22 of Section – VI : Sample Forms and Procedures. (iii) In addition to the Performance Security, the successful bidder is required to furnish additional Performance Security(ies), if applicable, in line with the requirements specified in Technical Specifications.
44.	ITB 35.2	Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and bid submitted by Bidder for future packages will be considered non responsive as per ITB 13.6
45.		**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 alongwith the bid. **2.** The Second Envelope excel with file named **"Price_schedule"** must be uploaded alongwith the bid. **As per the provisions of the portal, it is mandatory to upload aforesaid excel files with name as indicated above (*Bidders may refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).**

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