

POWER GRID CORPORATION OF INDIA LTD
(A GOVT OF INDIA ENTERPRISE)

BIDDING DOCUMENTS

INSTRUCTION TO BIDDERS

**Empanelment of Agency(s) for In-house Reprographics facilities for
POWERGRID Corporate office at Plot no. 2, Sector 29, Gurugram.**

SPECIFICATION NO.:- CC/NT/S-MISC/DOM/A15/26/05968



पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

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 Employer. It also provides information on bid submission and bid opening, evaluation and contract award.

(These documents are meant for the exclusive purpose of bidding against this Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

INSTRUCTION TO BIDDERS
(Open Tender)

A. INTRODUCTION

1.1 The Employer is

Power Grid Corporation of India Limited,
'Saudamini', Plot No.-2, Sector-29,
Gurgaon (Haryana) - 122001.

1.2 This Invitation for bids has been issued by the Employer on Limited Tender Enquiry (LTE) Basis.

1.3 The 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 Proposal; 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 Proposal of another Bidder, or influence the decisions of the Employer regarding this bidding process.

1.4 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of Bidding Document and the contract shall be executed as per the provisions of the Contract. Bidders may note that the POWERGRID has uploaded its 'Works and Procurement Policy and Procedures' (WPPP) document on POWERGRID's website (<https://www.powergrid.in/>). It shall be noted that no other party, including the Bidder, shall derive any right from this 'Works and Procurement Policy and Procedures' (WPPP) document or have any claim on the Employer on the basis of the same. The respective rights of the Employer and the Bidder shall be governed by the Bidding Documents for the respective packages. The provisions of the Bidding Documents shall always prevail over that of 'Works and Procurement Policy and Procedures' (WPPP) document in case of contradiction.

B. THE BIDDING DOCUMENTS

2.0 CONTENT OF THE BIDDING DOCUMENTS

2.1 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:

Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (ITB)
Section III	General Conditions of Contract (GCC)
Section IV	Sample Forms
Section V	Technical Specifications & SCC
Section VI	Bid Forms & its Attachments (<i>for Envelope-1</i>)
Section VII	Price Schedules (<i>for Envelope-2</i>)

2.2 Scope of Work

Detailed Scope of work & TS data sheet is referred in Annex-V.

3.0 CLARIFICATION OF BIDDING DOCUMENTS

3.1 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.

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.

3.2 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 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.

3.3 The Bidder and any of its personnel or agents will be granted permission by POWERGRID 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 Employer 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.

4.0 AMENDMENT OF BIDDING DOCUMENTS

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

4.2 The amendment will be notified only through the <https://etender.powergrid.in> regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have downloaded the Bidding Documents as per the provisions of the Portal. 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.

4.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer 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 Employer 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, before such extended deadline.

C. PREPARATION OF BIDS

5.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the English language.

6.0 DOCUMENTS COMPRISING THE BID

I. Hard Copy Part (If Any)

- (a) EMD/Bid Security (in Original) **or** Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of EMD/Bid Security, in separate envelope in accordance with clause 8.0.
- (b) Any other relevant document.

II. Soft Copy Part

(a) As part of First Envelope

- (i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.
- (ii) Programmed file-Attachments (Attachment to Bid Form) in MS Excel format & its revision covering various attachments and bid form for first envelope.
- (iii) Bidder shall have to fill and upload the following forms along with their bid:
 - (a) A Power of Attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.
 - (b) Affidavit of Self certification regarding **Minimum Local Content** in line with PPP-MII order, to be submitted on a non-judicial stamp paper of Rs. 100/- (**Refer Form No. 1**)
 - (c) Declaration by the bidder for 'Code of Integrity for Public procurement' (**Refer Form No. 2**). ***Bidder's failure to submit the 'Declaration for Code of Integrity for Public procurement' along with the Bid or subsequently pursuant to para 3 below shall lead to outright rejection of the Bid.***
 - (d) Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy (**Refer Form No. 3**)
 - (e) Bidder shall have to fill the format regarding compliance of the provisions as per **GTC clause 26** (in respect of Restrictions under Rule 144(xi)) of the Order (Public Procurement No.1) dated 23/07/2020. (**Refer Form No. 4**)
 - (f) NON-DISCLOSURE AGREEMENT ON A NON-JUDICIAL STAMP PAPER OF RS. 100/- .(**Refer Form No. 5**)
 - (g) **Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) .(Refer Form No. 6)**

Further, documents mentioned above shall however be furnished by the successful bidder(s) at request of Employer, in original. Further, no change shall be permitted in the content of hard copy and earlier submitted scanned copy. Bidder shall also submit an undertaking to this effect along with the soft part of the bid as per Form-8 above along with the bid or subsequently pursuant to clarification sought. Bidder may also note that the undertaking inter-alia contains provision to the extent that non-

submission of these documents as above shall be considered as withdrawal of the bid and would be treated accordingly.

Address of the Employer/Buyer:

Kind Attn.: Mgr. (MM)/Sr. DGM (MM)
Power Grid Corporation of India Limited 'Saudamini',
3rd Floor, Plot No.-2, Sector-29, Gurgaon (Haryana) - 122001.
Tel.- 0124-282 2303

(b) As part of Second Envelope

- (i) Second Envelope (Price) Bid in Excel file.

7.0 BID PRICE

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

7.2 PRICE BASIS

- 7.2.1 The bid price shall include all the costs for the entire scope of work as **per Technical specification and B.O.Q.** Bids based on a system of pricing other than that specified shall be rejected.

- 7.2.2 Bidder shall give the required details and a breakdown 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, in the schedules as follows:

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

- (b) **It is the Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Bidder to the Employer, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder's account and Employer shall not reimburse any GST on this account.**

- (c) To facilitate the bidders, Employer has indicated an HSN/SAC code and rate of GST against each item in the Price Schedule/BOQ. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for HSN/SAC classification and the rate of GST for each item. Employer's liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

- (d) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.

(e) Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.

7.2.3 Prices quoted by the Bidder shall be **FIRM and FIXED**. No price variation shall be applicable to the prices during the currency of the contract.

7.2.4 MS Excel file containing Price Schedule has been uploaded for the subject work named as 'Price_Schedule'.

This MS excel file i.e. 'Price_Schedule' shall be downloaded by the bidder online.

Bidder shall fill the Prices in respective schedules (if any) for the work in 'Price_Schedule' and upload the same online.

Bidder is advised to verify the uploaded excel file for being the non-corrupted and healthy readable file.

In case, 'Price_Schedule' is not uploaded by the bidder or corrupted / non-readable file is uploaded, bid of the respective bidder shall be rejected as incomplete and shall be treated as non-responsive.

8.0 **EARNEST MONEY DEPOSIT (EMD)**

8.1 The Bidder shall furnish, **except as exempted herein below**, as part of its bid, a bid security and tender document Fee in the amount and currency as stipulated herein below. The bid security must be submitted in the form provided in the Bidding Documents.

Amount of Bid Security: Rs. 1,40,988/- (Rs One Lakh Forty Thousand Nine Hundred and Eighty Eight Only)

Tender Fee Rs 25,00/- (Non-Refundable)

Micro and Small Enterprises (MSEs) registered Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security 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.

The Ministry of Micro, Small and Medium Enterprises, vide Gazette Notification S.O. 4926(E) dated 18/10/2022, have notified that in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change. The bidders coming under the ambit of said notification are eligible for benefits as offered to MSEs under the subject package(s). This shall be subject to production of documentary evidence in this regard.

The above-mentioned notification shall be applicable to the upward change took place in the status of Udyam Registered enterprises only.

8.2 The bid security and tender document Fee shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified Cheque in favour of Employer or a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents.

Bid Security shall be valid up to 27.12.2027, or any other date as subsequently requested under ITB Sub-Clause 9.2.

The Bid Security shall be in favour of Power Grid Corporation of India Limited payable at Gurgaon.

In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in ITB Clause 6.0

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

Payment Category	EMD
Sub-category	EMD payment-CC
Name of Depositor	Name of the Bidder (<i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>)
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)
Payment Remarks	Bid Security for [<i>enter the name of the package</i>]

And for Bid Document Fee

Payment Category	Tender FEE
Sub-category	Tender FEE -CC
Name of Depositor	Name of the Bidder (<i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>)
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)
Payment Remarks	Tender Fee for [<i>enter the name of the package</i>]

The copy of 'Online Payment Acknowledgement – Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.

8.3 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 16), except as exempted at 8.1 above, shall be rejected by the Employer as being nonresponsive.

- 8.4 (i) POWERGRID shall return the EMD to all the unsuccessful Bidders after issue of Letter of Award. No interest will be paid by POWERGRID on the above EMD amount.
- (ii) In case of successful bidder, the EMD submitted shall be released on submission of Contract Performance Guarantee and its acceptance by POWERGRID.

8.5 Earnest money shall be forfeited

- (a) in case of revocation of Bid or increase in rates or change in any terms & conditions after opening of the tender but before the expiry of validity of the offer.
- (b) if, the Contractor fails to accept Letter of Award unconditionally.
- (c) if, the Contractor fails to commence the work after acceptance of Letter of Award-

9.0 **VALIDITY OF PROPOSAL**

9.1 The proposal shall be kept valid for a period of **Six month (06)** calendar months from the date set for its opening. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

9.2 In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. 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.

10.0 **FORMAT AND SIGNING OF BID**

10.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 6.0 and submit the bid in the following manner:

First Envelope:

(i) Soft copy of followings:

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

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

- (b) The soft copy of the bid consisting of the documents listed including relevant scanned documents 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.

- (c) Other documents as per clause 6.11 above.

(ii) Hard copy of followings:

- (a) EMD/Bid security (*in original*) or Online Payment Acknowledgement towards Bid Security (*in copy*) or documentary evidence in support of exemption of Bid Security (*in copy*) in accordance with clause 8 of ITB, Section-II in separate envelope
- (b) Any other relevant document duly signed and stamped on each page.

Second Envelope:

(i) Soft copy of followings:

(a) Second Envelope (Price) Bid filled against the uploaded Excel file.

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

10.2 The List of following documents shall be scanned & uploaded on the portal as per table given below:

S. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf
2.	Constitution of legal status	legal.pdf
3.	The principal place of business	principal.pdf
4.	The place of Incorporation or the place of registration and the nationality of the owner	incorporation.pdf
5.	Cancelled Cheque	cheque.pdf
6.	GST registration no.	gst.pdf
7.	PAN no.	Pan.pdf
8.	Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf
9.	Other Documents	other.pdf

10.3 Bidders may please note that Prices in respective schedules (if any) for the work in 'Price_Schedule' to be quoted. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.

D. SUBMISSION OF BIDS

11.0 SEALING AND MARKING OF BIDS

11.1 The Bidder shall upload the soft copy of the bid as per the provisions of the portal and submit the hard copy (refer para 10 above) duly marked First Envelope (Techno – Commercial Part) in the following manner.

Envelope – 1 : Bid Security/ Online Payment Acknowledgement towards Bid Security/documentary evidence in support of exemption of Bid Security as part of First Envelope.

Envelope – 2 : Power of Attorney and any other documents as required (refer para 10 above) as part of First Envelope.

The Bidder shall upload the 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.

12.0 DEADLINE FOR SUBMISSION OF BIDS

12.1 Soft copy of the bid shall be uploaded through the portal <https://etender.powergrid.in> at or before the submission time and date as stipulated in the bidding document. Hard copy of the Bid must be received by the Employer at the address specified under ITB Sub-Clause 1.1 no later than the time and date stated as below:

- **Deadline for Soft copy part of the bid submission:**
Date: 15.07.2026; Time: 1100 hrs. [(E-procurement server time)].
Bid submission timelines will be defined as per the e-Procurement server clock only.
- **The deadline for Hard copy part of the bid submission:**
Date: 02.07.2026; Time: up to 1100 hours [Indian Standard Time]

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

12.2.1 Notwithstanding above, the Employer may, at its discretion, extend the deadline for submission of soft part of the bids from **1100 hrs (IST) to 1500 hrs (IST)** on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e. 1100 hrs (IST) on the last day of the aforesaid deadline. Any request received by the Employer thereafter i.e. beyond 1100 hrs (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs (IST) as above shall be given by the Employer.

The e-mail IDs for aforesaid purpose is as follows:

Email:

bhupinder@powergrid.in
suneelkumar@powergrid.in

13.0 **LATE BID**

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

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

However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 8.1, submission of Hard copy part after the deadline for submission of the same prescribed by the Employer in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 16.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

Bidder may modify its bids through the relevant provisions on the e-Procurement portal. 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 Employer prior to the deadline prescribed for bid submission.

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

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

14.2 Bidder may withdraw its bid through the relevant provisions of the e-Procurement portal only.

14.3 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 9.0. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security/EMD.

E. BID OPENING AND EVALUATION

15.0 OPENING OF FIRST ENVELOPE

15.1 The Employer will open the Bid in public, including withdrawals and modifications in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bidding Documents. The bidders' representatives who are present shall sign a register evidencing their attendance. 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 up to the appointed time on next working day.

- **Time and date for Bid Opening: First Envelope:**
Date: 02.07.2026; Time: 11:30 hours (Indian Standard Time)

15.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first.

15.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security and any such other details as the Employer may consider appropriate, will be get declared by the Employer. Subsequently, all envelopes marked "Modification" shall be opened. No bid shall be rejected at the time of bid opening except for late bids.

15.4 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/sent to archive unopened.

16.0 CLARIFICATION OF BIDS

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 6.0 (II) (iii), **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), documentary evidence with regard to registration with designated Authority of Gol under the Public Procurement Policy for MSEs pursuant ITB 8.1 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.

In case of non-submission of documents related to {'Information regarding ex-employee(s) of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard.

17.0 **PRELIMINARY EXAMINATION OF FIRST ENVELOPE**

17.1 The Employer 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.

17.2 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 5 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 20.

17.3 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-5 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the 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.

17.3.1 Bids containing deviations from critical provisions relating to GCC Clauses 3.0 (Duration of Contract), 5.0 (Terms of Payments), 6.0 (Contract Performance Guarantee), 7.0 (Taxes & Duties), 9.0 (Liquidated Damages), 10.0 (Insurance), 15.0 (Arbitration) will be considered as nonresponsive.

17.3.2 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 17.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

I. Bid Form.

II. Attachment-5: Deviations

III. 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 III above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III above), and so on.

- 17.4 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 17.5 **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.**
- 18.0 **QUALIFICATION: As per QR**
- 19.0 **EVALUATION OF TECHNO - COMMERCIAL PART (FIRST ENVELOPE)**
- 19.1 The Employer 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 Employer will examine the information supplied by the bidders, pursuant to ITB Clause 6, and other requirements in the Bidding Documents.
- 19.2 **Bid, in which Price Bid or Financial Document Indicating Price Break-Up is attached as part of First Envelope shall liable to be rejected and not be considered for further evaluation.**
- 20.0 **OPENING OF SECOND ENVELOPE**
- 20.1 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 16. Such Bidders shall be intimated about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 16 shall be notified by the Employer to such Bidders and the Second Envelope submitted by them shall be sent to archive unopened and the bid security shall be returned.
- 20.2 The Employer 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 may view online tender opening on the portal from their end.
- 20.3 The bidder's names, the Bid Prices, including any alternative Bid Price or 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 and considered for award of contract as provided in ITB Clause 22.

21.0 EVALUATION OF SECOND ENVELOPE (PRICE PART)

- 21.1 The Employer will examine the Price Parts (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.

- 21.2 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 Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

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

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount or lump sum discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. Further, 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.

- 21.3 **If the bidder has left the cells for confirmation of HSN/SAC code and/or corresponding rate of GST "blank", the HSN/SAC code and/or corresponding rate indicated by the Employer shall be deemed to be the one confirmed by the Bidder.** The GST rate and amount so ascertained by the Employer 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 confirmed/deemed confirmed 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/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

- 21.4 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 **whether material or minor** identified in the evaluation of First Envelope, the cost of withdrawal indicated by the bidder in Attachment-5 of the First Envelope will be used. If such a price is not given **except for material deviation**, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non-responsive and shall not be considered further.

- 21.5 *The bidder 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 order dated 07/09/2020 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 50%.

Firms who are not 'Class-I local supplier 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.

- 22.0 POWERGRID has a Policy on Assessment of Performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of bidder based on events (predefined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVS under TBCB) shall be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/ not eligible for a period of one year reckoned from the date of issuance of letter to such effect. As per this policy, pre-defined events are as below:

- a. Termination[#] of Contract due to Contractor's default
- b. Encashment of CPG due to non-performance
- c. Repeated failure of major Equipment while in service
- d. Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract
- e. 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
- f. Firm has been referred to NCLT under Insolvency & Bankruptcy Code (*IRP has been appointed or Liquidation proceedings have been initiated under IBC*)

Partial offloading under a Contract and/or Facilitation beyond 10% of the of the Contract Price shall also be treated as Termination.

* For the purpose of working out 50% of the Contract, following shall be considered:

- (a) Scope of the contract which is permissible to be subcontracted as per bidding documents, shall be excluded.
- (b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

(c) 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.

(d) In accordance with above policy of POWERGRID, in case of triggering of any of the above events under this Contract, the bid of the Contractor in future tenders shall be dealt in line with the above policy or its subsequent amendments, if any.

F. AWARD OF CONTRACT

22.0 AWARD CRITERIA

22.1 **Maximum 2 No. of agencies shall be empanelled. Accordingly, bidders after opening of price bid will be ranked as L1,L2,L3.....based upon sum of their quoted amount of BPS (Bid Proposal Sheet). Further, L1 & L2 bidder shall be offered to accept the lowest derived rates of all the individual items of BPS quoted by the bidders. If first L1 & L2 fails to accept the lowest derived rates of all the individual items of BPS as stated above, then next bidder in the order (i.e. L3, L4) shall be offered to accept the same.**

23.0 DURATION OF CONTRACT

Duration of the contract shall be 02 years from the date of issue of Letter of award.

24.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Employer 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 Employer's action.

25.0 LETTER OF AWARD

Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing that its bid has been accepted. The Letter of Award will constitute the formation of the contract.

26.0 PERFORMANCE SECURITY

26.1 Within Seven (07) days after receipt of the Letter of Award, the successful Bidder shall furnish the performance security for 10 % (Ten percent) of the contract price in the form provided in Section V, Sample Forms and Procedures, of the Bidding Documents.

26.2 Failure of the successful Bidder to comply shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

27.0 Code of Integrity for Public Procurement

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

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

1.2 Obligations for Proactive Disclosures

- i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- v) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

1.3 Punitive Provisions: Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the Bidding Documents or Contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, POWERGRID may take appropriate measures including one or more of the following:

- i) if the bid(s) is under consideration in any procurement
 - a) Forfeiture or encashment of Bid Security
 - b) calling off of any pre-contract negotiations, and;
 - c) rejection and exclusion of the bidder from the procurement process

- ii) if a contract has already been awarded
 - a) Cancellation/termination of the contract in question;
 - b) Forfeiture or encashment of Contract Performance Guarantee (CPG) of the contract in question;

- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "*Black-Listing of Firms / Banning of Business*".
 - b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.4 In pursuance to this policy, the Employer will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their subcontractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance under this project only and to have them audited by auditors appointed by the Employer.

28.0 POWERGRID Whistle Blower and Fraud Prevention Policy:

The Contractor/Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website <https://apps.powergrid.in/pgclitenders/u/default.aspx> and <https://www.powergrid.in/index.php/en/code-conductpolicies>.

The Contractor/ Bidder along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of **ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.**