

## SECTION - III

### BID DATA SHEETS (BDS)

Construction of 1 no. of 230kv line bay at Pugalur (existing) 400/230kv Sub-station for integration of RE Generation Project.

SPECIFICATION NO. : SR2/NT/W-AIS/DOM/C00/25/06026

**RFx Name** : **SR-II/C&M/WC-4370/2025**

RFx No. : 5002004442

## BID DATA SHEETS (BDS)

The following bid specific data for the Civil Works Package shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). The clauses of BDS will supersede the corresponding clauses of ITB.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	<p><b>The Owner/Employer is:</b>  <b>Power Grid Corporation of India Ltd.,</b>  <b>Southern Region Transmission System-II,</b>  <b>Near RTO Test Driving Track, Singanayakanahalli,</b>  <b>Yelahanka Hobli,</b>  <b>Bangalore - 560 064</b></p> <p><u>The address of Tender portal is replaced with</u>  <a href="https://etender.powergrid.in.">https://etender.powergrid.in.</a></p>
2.	ITB 2.1	<p><b>Replacing ITB clause 2.1 with the following:</b></p> <p>This Invitation for Bids, issued by the Purchaser 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 Purchaser.</p> <p>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). <b>Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33.</b></p> <p>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.</p> <p>For the aforesaid purpose,</p> <p>(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</p>

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		<p>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</p> <p>(ii) "Bidder from a country which shares a land border with India" for this purpose means:</p> <ol style="list-style-type: none"> <li>a. An entity incorporated, established, or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established, or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol> <p>(iii) The beneficial owner for the purpose of (ii) (d) above will be under:</p> <ol style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means</li> </ol> <p>Explanation-</p> <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company</li> <li>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;</li> <li>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.</li> <li>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</li> </ol>

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		<p>body of individuals;</p> <p>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</p> <p>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.</p> <p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>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.</p> <p>The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.</p> <p><b>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 04/06/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.</b></p> <p><b>This Invitation for Bids issued by the Purchaser is for Class-I Local suppliers only.</b></p> <p><b>'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to or more than 60%.</b></p> <p><b>Firms who are not 'Class-I local supplier' shall not be eligible to bid.</b></p> <p>The 'Class-I local supplier' shall give a self-certification in his bid in</p>

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		<p>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. 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.</p> <p><b>Firms, who are executing contract(s) or has executed contract(s) in the past for the Purchaser (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Purchaser of such event as below:</b></p> <table border="1"> <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>To be determined on case to case basis</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 &amp; 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>	Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible	1.	Termination of Contract due to Contractor's default	1 year	2.	Encashment of CPG due to non-performance	1 year	3.	Repeated failure of major Equipment while in service	To be determined on case to case basis	4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year	5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year	6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process
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		<p><i>*For the purpose of working out 50% of the Contract, following shall be taken into account:</i></p> <p>(a) <i>Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i></p> <p>(b) <i>Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></p> <p><b>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.</b></p>
3.	ITB 2.2 to 2.4	<p><b>Replacing ITB 2.2 with the following:</b></p> <p>2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>(a) they have a controlling partner(s) in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>(c) they have the same legal representative/ agent for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure – A (BDS)] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or</p> <p>(f) In case of a holding company having more than one independent manufacturing units, or more than one unit having</p>

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		<p>common business ownership/management and submits bid from more than one units. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business; or</p> <p>(g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or</p> <p>(h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.</p> <p>In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified bidders.</p>										
4.	ITB 4.2	Replacing ITB clause 4.2 with the following: The bidder has to ensure his registration with POWERGRID on the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> . The said registration shall be Free of Cost.										
5.	ITB 5.1	Section VI Sample Forms and Procedures (FP).										
6.	ITB 5.1	<b>Replace last line with</b> <b>Volume – III: Bid Form &amp; Price Schedules</b>										
7.	ITB 5.4	<b>Replacing ITB clause 5.4 with the following:</b>  All the Bidders shall submit along with the hard copy part of bid a non-refundable fee as stipulated in the BDS towards the cost of Bidding Documents to be paid mandatorily through POWERGRID ONLINE PAYMENT UTILITY - <a href="https://epay.powergrid.in">https://epay.powergrid.in</a> , a link of which is provided on the POWERGRID website <a href="http://www.powergrid.in">www.powergrid.in</a> . While making such online payment, the bidder shall choose Segment as “Suppliers” and fill in details as follows: <table><tr><td>Payment Category</td><td>Tender fee</td></tr><tr><td>Sub-category</td><td>Tender fee payment-SR-II#</td></tr><tr><td>Name of Depositor</td><td>Name of the Bidder (<i>name of the Sole bidder</i>)</td></tr><tr><td>Vendor Code, if applicable</td><td>POWERGRID VENDOR CODE of the bidder, if existing (<i>vendor code of the Sole bidder</i>)</td></tr><tr><td>Payment Remarks</td><td>Tender fee for ..... [<i>enter the name of the package</i> ]</td></tr></table>	Payment Category	Tender fee	Sub-category	Tender fee payment-SR-II#	Name of Depositor	Name of the Bidder ( <i>name of the Sole bidder</i> )	Vendor Code, if applicable	POWERGRID VENDOR CODE of the bidder, if existing ( <i>vendor code of the Sole bidder</i> )	Payment Remarks	Tender fee for ..... [ <i>enter the name of the package</i> ]
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		<p><b>The copy of 'Online Payment Acknowledgement - Suppliers' generated after the payment shall be sent to through e-mail addresses to acknowledge and to enable response in e-tender portal by concerned officer, and the same is submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.</b></p> <p>Bidder's failure to submit non-refundable fee towards the cost of Bidding Documents in the form of online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 21.1, shall lead to outright rejection of the Bid.</p> <p>The nonrefundable fee towards the cost of Bidding Documents shall be INR <b>25,000/-</b> inclusive of GST.</p>
8.	ITB 5.5	<p><b>Supplementing ITB 5.5 with the following:</b></p> <p>This package is under Works Contract hence <b>ITB 5.5 is not applicable.</b></p> <p><b>All bidders interested to participate in the bidding process should be submit the bid document fee.</b></p>
9.	ITB 6.1	<p>Address of the Employer: Power Grid Corporation of India Ltd., Southern Region Transmission System-II, Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore - 560 064. <b>Kind Attn : Sr. General Manager [C&amp;M]</b> Tel: 080-23093725/727, Fax: 080-23093726</p> <p>Further bidder may post their clarification/query to the following emails: <a href="mailto:venkatapathy@powergrid.in">venkatapathy@powergrid.in</a> / <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a></p>
10.	ITB 6.1	<p><b>Replace line 9 to 14 of para 6.1 as below:</b></p> <p>The Employer will respond through the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> to any request for clarification or modification of the Bidding Documents that it receives no later than <b>Three (03)</b> days prior to the original deadline for submission of bids prescribed by the Purchaser.</p>
11.	ITB 6.4	<p><b><u>Date and time for Pre-bid Meeting:</u></b></p> <p>An online pre-bid meeting against the package is scheduled on</p>



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		<p>22.05.2025.</p> <p>Interested bidders may join the pre-bid meeting using the following link:</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGNjYTZINTQtZTg3Yi00NjQ1LWE3OTMtMjk3YjE1ZWl3NzQ0%40thread.v2/0?context=%7b%22Tid%22%3a%227048075c-52c2-4a40-8e7c-5c5a5573c87f%22%2c%22Oid%22%3a%225b611c9e-bc16-4fad-b1f4-112546a9c615%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGNjYTZINTQtZTg3Yi00NjQ1LWE3OTMtMjk3YjE1ZWl3NzQ0%40thread.v2/0?context=%7b%22Tid%22%3a%227048075c-52c2-4a40-8e7c-5c5a5573c87f%22%2c%22Oid%22%3a%225b611c9e-bc16-4fad-b1f4-112546a9c615%22%7d</a></p> <p>However, the bidders can raise their queries, if any by sending e-mail to <a href="mailto:venkatapathy@powergrid.in">venkatapathy@powergrid.in</a> / <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a>. The bidders can raise the query no later than <b>Three (03)</b> days prior to the original deadline for submission of bids prescribed by the Purchaser.</p>
12.	ITB 9 (I) (i) & 9 (I) (ii)	<p><b>Replacing ITB clauses 9 (I) (i) &amp; 9 (I) (ii) with the following:</b></p> <p>(i) Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB (<b>which is revised in BDS clause 8 above</b>).</p> <p>(ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security/EMD, in separate envelope in accordance with clause 13 of ITB, Section-II. The bid security shall be in the amount and form specified in the bidding documents and shall remain valid for a period (generally) 30 days beyond the validity period for the bids.</p> <p><b>MSEs (registered in UDYAM Portal) shall furnish Bid Security Declaration in prescribed format &amp; However, successful MSE L-1 Bidder required to submit EMD before award.</b></p>
13.	ITB 9 (I) & 9.1 (b)	<p><b>Supplementing ITB clause 9 I and 9.1(b) with the following:</b></p> <p>Any other document(s), if applicable, as per Clause ITB 5.1.</p>
14.	ITB 9 I (viii) & 9.1 (b) (vii)	<p><b>Supplementing ITB clause 9. I (viii) &amp; 9.1 (b) (vii) with the following:</b></p> <p>Bidders shall also submit:</p> <p>(i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page</p> <p>(ii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost</p>

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		<p>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 <b>PPP-MII Order and MoP Order</b>.</p> <p>(ii) Bid Securing Declaration in case of MSE bidder meeting the requirements specified in ITB 13.1</p> <p>(iii) Declaration by the bidder for 'Code of Integrity for Public procurement' The bidder shall furnish in its bid the declaration about abiding by a 'Code of Integrity for Public Procurement' in accordance with ITB Clause 36. Bidder's failure to submit the 'Declaration for Code of Integrity for Public procurement' along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.</p>
15.	ITB 9.1(b) (i) & (ii)	<p><b>Replacing ITB clauses 9.1(b) (i) &amp; 9.1(b) (ii) with the following:</b></p> <p>(i) Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB as per ITB 5.5 (<b>as revised in BDS above</b>)</p> <p>(ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security / Bid Securing Declaration, in separate envelope in accordance with clause 13 of ITB, Section-II.</p>
16.	ITB 9.2	Alternative bids shall not be permitted.
17.	ITB 9.3(a)	<p><b>Replacing ITB clause 9.3(a) with the following:</b></p> <p>(a) Attachment 1: Bid Security or Online Payment Acknowledgement towards Bid Security (<i>submission of Hard Copy in "Original" for Bid Security and Online Payment Acknowledgement towards Bid Security</i>)</p> <p>A bid security or Online Payment Acknowledgement towards Bid Security, in sealed separate envelope shall be furnished in accordance with ITB Clause 13 &amp; ITB Clause 16.</p> <p>Bidder shall submit the hard copy of the Bid Security in original or a copy of Online Payment Acknowledgement towards Bid Security.</p> <p>MSEs registered with UDYAM under Services category shall submit Bid Securing Declaration in the prescribed format.</p>
18.	ITB 9.3 (c)	<b>Supplementing ITB clause 9.3(c) with the following:</b>

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		<p>(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)</p> <p><b>Replace Tenth Para of ITB clause ITB 9.3(c) with the following:</b></p> <p>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 <b>inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6 .</b></p>
19.	ITB 9.3h (o)	<p><b>Supplementing ITB clause 9.3(o) with the following:</b></p> <p><b>Integrity Pact</b></p> <p>The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals along with the Techno - Commercial Part in a separate envelope, duly superscripted with „Integrity Pact“. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹.100/-. As detailed in ITB 9.3h(o)</p>
20.	ITB 9.3h (p)	<p><b>Replacing ITB clause 9.3(p) with the following:</b></p> <p>Attachment 15: Option for <b>Interest Bearing Advance(s) (Initial Advance and/or Engineering Advance)</b> and Information for E-payment, PF details and declaration regarding Micro/Small &amp; Medium Enterprises.</p> <p>Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below).</p> <p>In this Attachment, the Bidder is required to clearly mention whether the Bidder would opt for Interest bearing advance(s) in addition to providing the other information as above.</p>
21.	ITB 9.3h (q)	<p><b>Replace ITB 9.3h(q) with the following:</b></p> <p>Attachment 16: Additional Information (<i>uploading of Scanned Copy,</i></p>

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		<p><i>as applicable)</i></p> <p>(i) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.</p> <p>(ii) Details of Provident Fund Code Number of the Bidder.</p> <p>(iii) Detailed information regarding previous transgressions of the Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country.</p> <p>(iv) Any other information which the Bidder intends to furnish.</p> <p><i>Scanned copy of above documents shall be uploaded (refer para 15.4 below).</i></p>
22.	ITB 9.3h(s)	<p><b>Supplementing Attachment 18: Safety Pact (<i>submission of Hard Copy in 'Original'</i>) with the following</b></p> <p>In addition Safety provisions for Regional / Site awarded Packages (Other than manpower supply packages) as per Vol. II shall also be applicable.</p>
23.	ITB 9.3h(v), ITB 9.3h(w)	<p><b>Add new Clauses ITB 9.3h(v) ,ITB 9.3h(w) and ITB 9.3h(x):</b></p> <p><b>9.3h (v) Attachment 21: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order and MoP Order, if applicable (<i>submission of Hard Copy in 'Original'</i>), to be submitted on Letter head or on a non-judicial stamp paper of ₹.100/-.</b></p> <p><b>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, on Letter head or on a non-judicial stamp paper of ₹.100/-.</b></p> <p><b>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</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>/ 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.</p> <p>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.</p> <p><b>(x) Attachment-23: Undertaking by the bidder regarding Compliance of DMI&amp;SP policy</b></p> <p>Vide Notification dated 8<sup>th</sup> May 2017 and its revision dated 29<sup>th</sup> May 2019 by Ministry of Steel has published "<i>Policy for providing preference to Domestically Manufactured Iron &amp; Steel Products in Government Procurement</i>" (hereinafter <b>DMI&amp;SP policy</b>).</p> <p>The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any.</p> <p>In support of the adherence, the bidder shall furnish in its bid an Undertaking declaring that bidder shall comply with the requirement of DMI&amp;SP policy including its subsequent amendments issued from time to time. Further, bidder shall undertake that in case of award, requisite Affidavit of self-certification regarding Domestic Value Addition and/or Authorization certificate from the domestic manufacturer/ supplier of iron and steel products (<i>whose HS codes are falling in Appendix-A of the DMI&amp;SP policy as revised from time to time</i>) included in the BoQ/ scope of the package shall be submitted by bidder to Employer before supply of the said iron and steel products required under the contract.</p> <p>Bidder's failure to submit the '<b>Undertaking by the bidder regarding Compliance of DMI&amp;SP policy</b>' along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.</p> <p>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.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>(y) <b>Attachment 24: Compliance to the process related to the e-RA Terms &amp; Conditions and the Business Rules governing the e-RA.</b></p> <p>(z) <b>Attachment 25: 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)</b></p> <p>(aa) <b>Attachment 26: 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)</b></p> <p>(bb) <b>Attachment 27: Bid Securing Declaration to be submitted by the Bidder.</b></p> <p>(cc) <b>Attachment-28: Undertaking regarding submission of original/Hard copy part of the bid.</b></p> <p>(dd) <b>Attachment 29: Declaration by the bidder for ‘Code of Integrity for Public procurement’</b></p> <p>The bidder shall furnish in its bid the declaration about abiding by a ‘Code of Integrity for Public Procurement’ in accordance with ITB Clause 36.</p> <p>Bidder’s failure to submit the ‘<b>Declaration for Code of Integrity for Public procurement</b>’ along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.</p>
24.	ITB 11.5	<p><b>Replace the existing provision with the following:</b></p> <p><b>The Contract shall be executed on firm price basis.</b></p>
25.	ITB 13.1	<p><b>Supplementing Sub-Clause ITB 13.1 with the following:</b></p> <p><b>Bid Security Amount / EMD shall be ₹.12,82,000/-.</b></p> <p>MSEs registered with UDYAM under Services Category can submit Bid Securing Declaration in the prescribed format. However, the bidder shall be required to submit the EMD in case</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		their bid is evaluated as L1 subsequent to Price Bid Opening and e-RA if applicable. In case of non-submission of EMD / Bid Securing Declaration, the bid submitted by the bidders are liable for rejection.
26.	ITB 13.2	<p><b>Supplementing ITB 13.2 with the following:</b></p> <p>The bid security shall be in the amount and form specified in the bidding documents and shall remain valid for a period (generally) 30 days beyond the validity period for the bids.</p> <p>Bid Security shall be valid upto <b>21/08/2025</b>, or any other date as subsequently requested under ITB Sub-Clause 14.2.</p> <p>The Bid Security shall be in favour of Power Grid Corporation of India Limited payable at Bengaluru.</p> <p>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 issues 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 be valid upto date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-Clause 14.2.</p>
27.	ITB 13.6	<p><b>Add sub-clause f.</b></p> <p><b>f. In case of violation / transgression of 'Code of Integrity for Public Procurement' by the bidder / contractor in competing for the Contract, in accordance with ITB clause 36.</b></p>
28.	ITB 15.1 (ii) (a) & (b)	<p><b>Replacing ITB clauses 15.1 (ii) (a) &amp; 15.1 (ii) (b) with the following:</b></p> <p>a) Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5.</p> <p>b) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II.</p> <p><b>Online payment mode for EMD and CPG -</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details																		
		<a href="https://epay.powergrid.in/">https://epay.powergrid.in/</a>  <b>Internet Banking for SRTS-II Account</b> POWERGRID CORPORATION OF INDIA LIMITED Account: 10363892935 Current Account IFSC Code- SBIN0006198 State Bank of India TRADE CENTRE, 294, RACE COURSE ROAD, BANGALORE , KARNATAKA, PIN 560001  On payment of the Bid document fee /EMD the same may be uploaded along with the bid and mailed to <a href="mailto:sr2candm@powergrid.co.in">sr2candm@powergrid.co.in</a>																		
29.	ITB 15.4	Supplementing the List of documents to be scanned & uploaded on the portal mentioned in ITB Clause 15.4 as below: <table border="1"> <tr> <th>S. No.</th><th>Description of Documents</th><th>Name of File to be uploaded on the portal</th></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>19.</td><td>MSE owned by SC/ST entrepreneurs</td><td>MSE_SC-ST certificate.pdf</td></tr> <tr> <td>20.</td><td><b>MSE owned by women</b></td><td><b>MSE_Women certificate.pdf</b></td></tr> <tr> <td>21.</td><td><b>Online Payment Acknowledgement towards Bidding Document fee</b></td><td><b>Tender_fee_receipt.pdf</b></td></tr> <tr> <td>22.</td><td>Other Documents</td><td>other.pdf</td></tr> </table>	S. No.	Description of Documents	Name of File to be uploaded on the portal	.....	.....	.....	19.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf	20.	<b>MSE owned by women</b>	<b>MSE_Women certificate.pdf</b>	21.	<b>Online Payment Acknowledgement towards Bidding Document fee</b>	<b>Tender_fee_receipt.pdf</b>	22.	Other Documents	other.pdf
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21.	<b>Online Payment Acknowledgement towards Bidding Document fee</b>	<b>Tender_fee_receipt.pdf</b>																		
22.	Other Documents	other.pdf																		
30.	ITB 16.1	<b>Replacing ITB clause 16.1 with the following:</b>  The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1& 15.4 above) and submit the hard copy of Online Payment Acknowledgement towards Bidding Document fee  , Bid Security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security (as applicable), Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement (as applicable) and Power of Attorney of Joint Venture Agreement (as applicable) and Joint Deed of Undertaking (as																		



Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>applicable) (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.</p> <p>Envelope – 1: Online Payment Acknowledgement towards Bidding Document fee / documentary evidence in support of exemption of Bidding Document fee</p> <p>Envelope – 2: Bid Security/ Online Payment Acknowledgement towards Bid Security/ documentary evidence in support of exemption of Bid Security</p> <p>Envelope – 3 Power of Attorney, Joint Venture Agreement (as applicable) and Power of Attorney of Joint Venture Agreement (as applicable) and Joint Deed of Undertaking (as applicable) and any other documents as required (refer para 15.1 above), Safety Pact, <b>Affidavit of Self certification regarding Minimum Local Content under PPP-MII order</b> and MoP Order. Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII order and MoP Order, if applicable.</p> <p>The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.</p>
31.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, and ITB 20.1	<p>Address for submission of Hard copy of Documents: Address in Person or by Post: <b>Sr. General Manager (C&amp;M) / Chief Manager(C&amp;M)</b> <b>Power Grid Corporation of India Ltd.,</b> <b>Southern Region Transmission System-II,</b> <b>Near RTO Test Driving Track, Singanayakanahalli,</b> <b>Yelahanka Hobli,</b> <b>Bangalore – 560 064.</b> <b>Tel: 080-23093727,23093725, Fax: 080-23093726</b> <b>Email id: sr2candm@powergrid.co.in</b></p> <p><b>Deadline for submission of Hard copy of Documents</b></p> <p><b>Date : 30.05.2025</b></p> <p><b>Time: up to 11:00 hours [Indian Standard Time (e-procurement</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>server time)]</p> <p><b>Address for Bid Opening:</b></p> <p><b>Sr. General Manager (C&amp;M) / Chief Manager(C&amp;M)</b>  <b>Power Grid Corporation of India Ltd.,</b>  <b>Southern Region Transmission System-II,</b>  <b>Near RTO Test Driving Track, Singanayakanahalli,</b>  <b>Yelahanka Hobli,</b>  <b>Bangalore – 560 064.</b></p> <p><b>The deadline for <u>Soft copy part of the bid</u> submission is</b></p> <p><b>Date: 30.05.2025</b></p> <p><b>Time: 11:00 hrs. [Indian Standard Time (e-procurement server time)].</b></p> <p><b>Bid submission timelines will be defined as per the e-Procurement server clock only.</b></p> <p><b>Time and date for Bid Opening – First Envelope:</b></p> <p><b>Date : 30.05.2025</b></p> <p><b>Time: 11:30 hours (Indian Standard Time)</b></p> <p>(a) Bid Title:</p> <p>..... (insert Name of the Package &amp; Specification No.) .....</p> <p><b><u>FIRST ENVELOPE</u></b></p> <p>(a) Do not open before 11:30 hours (Indian Standard Time) on 30.05.2025.</p>
32.	ITB 16.3	<p><b>Replacing first para of ITB clause 16.3 with the following:</b></p> <p>Online Payment Acknowledgement towards Bidding Document, Bid Securities or Online Payment Acknowledgement towards Bid Security, Integrity Pact in original shall be submitted in separate superscribed envelopes (one for DD/payment acknowledgement receipt towards Bid Document, one for Bid Security, one for Integrity Pact &amp; Local Content Certificate) along with First Envelope.</p>
33.	ITB 17.1	<p><b>Supplementing ITB clause 17.1 with the following:</b></p> <p>Hard copy of the following must be received by the Purchaser at the address specified under ITB Sub-Clause 16.2, not later than the</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>time and date stated in the BDS.</p> <p>(i) Bidding Document fee payment receipt.</p> <p>(ii) Bid Security.</p> <p>(iii) Power of Attorney (as applicable), Joint Venture Agreement &amp; Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) (as applicable), JDUs (as applicable), other documents as mentioned in ITB and any other documents as required.</p> <p>(iv) Integrity Pact (in Original).</p> <p>(v) Safety Pact (in Original)</p> <p>(vi) 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.</p> <p>(vii) 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 and MoP Order, if applicable.</p> <p>(viii) Undertaking by the bidder regarding Compliance of DMI&amp;SP policy.</p> <p>(ix) 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).</p>
34.	ITB 17.2.1	<p><b>Supplementing ITB clause 17.2.1 with the following:</b></p> <p><b>The e-mail IDs are as follows:</b></p> <p>Email: p.venkatapathy@powergrid.in / <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a></p>
35.	ITB 18.1	<p><b>Replace the clause ITB 18.1 with the following:</b></p> <p>The bidder shall not be permitted to submit the soft copy 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 &amp; time as specified in BDS.</p>
36.	ITB 19.1	<b>Modification and Withdrawal of Bids</b>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Bidder may modify its bids through the relevant provisions on the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> . 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.
37.	ITB 19.4	<b>Replace ITB Clause 19.4 with the following:</b> 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 bids in future packages being considered non-responsive, pursuant to ITB Sub-Clause 13.6.
38.	ITB 21.1	<b>Replacing first Para of ITB clause 21.1 with the following:</b> 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), Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5, 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.
39.	ITB 22.3.1	<b>Replace Clause ITB 22.3.1 with the following:</b> 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), 40 (Conciliation) and Appendix 2 to the Form of Contract Agreement

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(Price Adjustment) will be considered as non-responsive.
40.	ITB 23.2.1 to ITB 23.2.6	<p><b>Supplement ITB clause 23.2 with the following:</b></p> <p>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 <b>annualized requirement specified at para A, B, &amp; C below, which corresponds to</b> 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):</p> <p><b>A. For packages under TBCB:</b> 40% of Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) shall be considered for analyzing the available Bid Capacity till POWERGRID emerges as the successful bidder of the TBCB project. Thereafter, 100% of such value worked out based on the Award value of the package shall be considered for analyzing the available Bid Capacity.</p> <p><b>B. For packages* whose actual date of opening of First Envelope/Technical bids is on or before 23<sup>rd</sup> September 2023:</b> For all such packages, Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) of the package(s) shall be divided by a normative figure of 1.18 for considering the same for above purpose.</p> <p><i>*excluding those packages under TBCB wherein POWERGRID has emerged as the successful bidder of the TBCB project.</i></p> <p><b>C. For packages other than those covered under (A) and (B) above:</b> Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents)</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Documents) of the package shall be considered for analyzing the available Bid Capacity of the bidder.</p> <p>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.</p> <p>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:</p> <p>Balance Bid Capacity (in Rs) = <math>3T - B</math>, where</p> <p>T = Maximum value of Transmission &amp; Distribution (T&amp;D) works (including substation, transmission lines, distribution for all verticals), executed in any one financial year during the last 5 financial years taking into account the completed as well as the works in progress.</p> <p>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.</p> <p>For packages under TBCB, 40% of the corresponding figure/value of the package shall be considered for analyzing available Bid Capacity till POWERGRID emerges as the successful bidder of the TBCB project. Thereafter, 100% of such value shall be considered for analyzing the available Bid Capacity.</p> <p>23.2.1.2 The Employer may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate.</p> <p>23.2.1.3 In case of Joint Venture bids, the requirements specified in the Qualification Requirement for the individual partner(s) shall be taken into account for the above purpose. Further, the balance requirement of MAAT and Bid Capacity of the package (s), specified to be met by the Joint Venture cumulatively shall be apportioned to each of the partners in the ratio of the specified requirements for individual partner(s), however, in case of shortfall, if any, the available AAT and Bid Capacity of any of</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>the partners shall be taken into account.</p> <p>23.2.2 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.</p> <p>For the above purpose, the bidder shall also submit a declaration in Attachment 25.</p> <p>23.2.3 VOID.</p> <p>23.2.4 Notwithstanding the declaration by the bidder as above, the Bid Capacity/ Manufacturing Capacity shall be subject to assessment, if any, by the Employer.</p> <p>23.2.5 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</p>
41.	ITB 23.6	<p><b>Add new sub-Clause 23.6 as under:</b></p> <p>For all above purposes, owner shall be sole judge in this regard.</p>
42.	ITB 24.1 (c)	<p>Completion Schedule: -</p> <p>The entire work is scheduled to be completed in all respect within <b>9 months from the date of issue of Letter of Intimation to Award / Detailed Letter of Award.</b></p> <p>The successful bidder shall be required to submit a detailed programme of work to Engineer - in - Charge who will be at liberty to suggest modification / corrections keeping in view the priority of work to be undertaken.</p> <p>The contractor shall deploy sufficient Manpower, Equipment and T&amp;P for this work to complete the work within the completion period specified above.</p>
43.	ITB 27.4 (b)	Deleted as Functional Guarantees are not applicable.
44.	ITB 27.4 (c)	<p><b>Replace the existing provisions with the following:</b></p> <p>the performance of the equipments offered;</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Bidder shall conform the guaranteed performance or efficiency of the Equipments in response to the Technical Specifications. Equipments offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Equipments with a performance less than the specified may be rejected.
45.	ITB 27.5 (b)	Deleted as Functional Guarantees are not applicable.
46.	ITB 27.5 (c)	For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the goods is applicable. However, the provision of Technical Specification, Volume-II of the Bidding Documents and Clause ITB 27.4 (c) shall prevail.
47.	ITB 28.1	Supplementing Sub Clause ITB 28.1 with the following: <b>No purchase preference is presently applicable for the Plant and Equipment to be supplied under the Contract.</b>
48.	ITB 28.2	<b>Add a new sub clause 28.2 as under:</b> No margin of domestic preference will be allowed in evaluation and comparison of bids.
49.	ITB 29	<b>Replacing ITB clause 29 with following:</b> 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). For the purpose of the aforesaid, the 'Indicative Estimated Cost for e-RA' is Rs. 7.56 Crore. Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at Annexure-C(BDS).
50.	ITB 31.2	<b>Replace ITB 31.2 as per following:</b> 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 the bids submitted by such Bidder in



Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>future packages will be considered non-responsive in line with ITB 13.6.</p> <p>Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.</p>
51.	ITB 31.5	<p><b>Add a new sub clause 31.5 as under:</b></p> <p>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.</p>
52.	ITB 35.1	<p><b>Signing the Contract Agreement</b></p> <p>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 the joint venture.</p> <p>In addition to the Performance Security of 10% (Ten Percent) of the Contract Price, the successful bidder is required to furnish additional Performance Security(ies), for various equipment, if applicable, as per Technical Specifications. The above additional Performance Securities shall be submitted before release of first dispatch payment of respective equipment.</p>
53.	ITB 35.2	<p><b>Replace ITB 35.2 as per following:</b></p> <p>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 the <b>bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.6</b>, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.</p>
54.	ITB 36	<p><b>Replace ITB 36 with the following:</b></p> <p>36.0 It is the Employer's policy that requires the bidder to sign a declaration along with its bid about abiding by a 'Code of Integrity for Public Procurement'. This policy is attached as Appendix-II to the Special Conditions of Contract.</p> <p>36.1 In pursuance of this policy, the Employer:</p> <p>(a) will take appropriate measures in line with the above policy if it</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>determines that the bidder recommended for award has directly or through an agent, has violated this Code of Integrity in competing for the contract in question; and</p> <p>(b) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.</p>
55.	ITB 37.0	<p><b>Add new Clause 37.0 in Section-II (BDS):</b></p> <p><b>43.0 POWERGRID Whistle Blower and Fraud Prevention Policy</b></p> <p>The 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 <a href="https://apps.powergrid.in/pgciltenders/u/default.aspx">https://apps.powergrid.in/pgciltenders/u/default.aspx</a> and <a href="https://www.powergrid.in/index.php/en/code-conductpolicies">https://www.powergrid.in/index.php/en/code-conductpolicies</a> and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the corporation of the fraud / suspected fraud as soon as it comes to their notice.</p>
56.	ITB 4.2,6.1,7.2,7.3,9.1(a),9.1(b)(a),9.3,17.1&19.1	<p><b>Portal replaced with <a href="https://etender.powergrid.in">https://etender.powergrid.in</a></b></p>

**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 name as indicated on the RFx Parameters section under RFx information on the portal <https://etender.powergrid.in> must be uploaded alongwith the bid.

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

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