SECTION – III

BID DATA SHEETS (BDS)

Construction of 765/400 kV ICT & 765 kV Bays including SPR Rooms, common facilities for the augmentation portion of 765/400/220kV Koppal-II PS under "System strengthening at Koppal-II and Gadag-II for integration of RE generation projects" under SR-II..

SPECIFICATION NO.	:	SR2/T/W-CIVIL/DOM/C00/25/04603
RFx Name	**:**	**SR-II/C&M/WC-4327/2025**
RFx No.	:	5002004391

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	POWERGRID has consented to undertake Construction of 765/400 kV ICT & 765 kV Bays including SPR Rooms, common facilities for the augmentation portion of 765/400/220kV Koppal-II PS under "System strengthening at Koppal-II and Gadag-II for integration of RE generation projects" under SR-II.
2.	ITB 1.1	**The Owner/Employer is:** **Power Grid Corporation of India Ltd.,** **Southern Region Transmission System-II,** **Near RTO Test Driving Track, Singanayakanahalli,** **Yelahanka Hobli,** **Bangalore – 560 064** The address of Tender portal is replaced with *https://etender.powergrid.in.*
3.	ITB 2.1	**Replacing ITB clause 2.1 with the following:** 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. Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). **Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33.** However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects. For the aforesaid purpose, (i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process (ii) "Bidder from a country which shares a land border with India" for this purpose means: a. An entity incorporated, established, or registered in such a country; or b. A subsidiary of an entity incorporated, established, or registered in such a country; or c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above (iii) The beneficial owner for the purpose of (ii) (d) above will be under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means Explanation- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights; 2. In case of a partnership firm, the beneficial owner is the

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format. **Further, the firm has to be a 'Class-I local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 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.** **This Invitation for Bids issued by the Purchaser is for Class-I Local suppliers only.**

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<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
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'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%.

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

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

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:
<table>
<tr><th>Sr. No.</th><th>Event</th><th>Period for which bid(s) shall be considered as non-responsive/ not eligible</th></tr>
<tr><td>1.</td><td>Termination of Contract due to Contractor's default</td><td>1 year</td></tr>
<tr><td>2.</td><td>Encashment of CPG due to non-performance</td><td>1 year</td></tr>
<tr><td>3.</td><td>Repeated failure of major Equipment while in service</td><td>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</td><td>1 year</td></tr>
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<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
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<tr><td></td><td>Contract, due to financial position of Contractor</td><td></td></tr>
<tr><td>6.</td><td>Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)</td><td>Till the firm comes out of Resolution process</td></tr>
</table>
*For the purpose of working out 50% of the Contract, following shall be taken into account:
(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.
(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.
The Employer shall be the sole judge in this regard and the Employer’s interpretation on the aforesaid event(s) shall be final and binding.
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<tr><td>4.</td><td>ITB 2.2 to 2.4</td><td>
Replacing ITB 2.2 with the following:
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:
(a) they have a controlling partner(s) in common; or
(b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
(c) they have the same legal representative/ agent for purposes of this bid; or
(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
(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
</td></tr>
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<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>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

(f) In case of a holding company having more than one independent manufacturing units, or more than one unit having 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

(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

(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.

In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified bidders.</td></tr>
<tr><td>5.</td><td>ITB 5.1</td><td>Section VI Sample Forms and Procedures (FP).</td></tr>
<tr><td>6.</td><td>ITB 5.1</td><td>Replace last line with
Volume – III: Bid Form & Price Schedules</td></tr>
<tr><td>7.</td><td>ITB 5.4</td><td>Replacing ITB clause 5.4 with the following:

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 as online payment through POWERGRID ONLINE PAYMENT UTILITY - https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment, the bidder shall choose Segment as “Suppliers” and fill in details as follows:

<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 (name of the Sole bidder)</td></tr>
<tr><td>Vendor Code, if applicable</td><td>POWERGRID VENDOR CODE of the bidder, if existing (vendor code of the Sole</td></tr>
</table>
</td></tr>
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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<table><tr><td></td><td>*bidder*)</td></tr><tr><td>Payment Remarks</td><td>Tender fee for …….. [*enter the name of the package*]</td></tr></table> **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 and also uploaded as soft copy part of the bid. The online payment facility shall be for payment in Indian Rupees only. Bidder's failure to submit non-refundable fee towards the cost of Bidding Documents in the form of an online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 21.1, shall lead to outright rejection of the Bid. The nonrefundable fee towards the cost of Bidding Documents shall be INR 25000/- inclusive of GST.
8.	ITB 5.5	**Supplementing ITB 5.5 with the following:** This package is under Works Contract hence **ITB 5.5 is not applicable.** **All bidders interested to participate in the bidding process shall submit the bid document fee.**
9.	ITB 6.1	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. **Kind Attn : Sr. General Manager [C&M]** Tel: 080-23093725/727, Fax: 080-23093726 Further bidder may post their clarification/query to the following emails: venkatapathy@powergrid.in / amitverma@powergrid.in
10.	ITB 6.1	**Replace line 9 to 14 of para 6.1 as below:** The Employer will respond through reply email or through the portal https://etender.powergrid.in to any request for clarification or modification of the Bidding Documents that it

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		receives no later than Three (03) days prior to the original deadline for submission of bids prescribed by the Employer.
11.	ITB 6.4	**Date and time for Pre-bid Meeting:** Online Pre-Bid Meeting for the package is scheduled on 22.04.2025 @10:30 AM and can be accessed through following link: **https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2RlMDExYzItODViYy00NmVjLWE0YTYtYzZlM2ExYzE1ODcy%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** Further the bidders can also raise their queries, if any by sending e-mail to venkatapathy@powergrid.in / amitverma@powergrid.in. The bidders can raise the query no later than Three (03) days prior to the original deadline for submission of bids prescribed by the Purchaser..
12.	ITB 9 (I) (i) & (ii) ITB 9.1 (b) (i) & (ii)	Bidders are required to upload scanned copies of all the documents required to be submitted in hard copy part of the bid along with an undertaking towards submission of original / Hard copy part of the bid on receipt of request from owner / employer. **Replacing ITB clauses 9 (I) (i) & 9 (I) (ii) with the following:** (i) Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB (**which is revised in BDS clause 8 above**). (ii) Bid Securing Declaration as per the prescribed format.
13.	ITB 9 (I) & 9.1 (b)	Bidders are required to uploaded scanned copies of all the documents required to submitted in hard copy part of the bid along with an undertaking towards submission of original / Hard copy part of the bid on receipt of request from owner / employer. **Supplementing ITB clause 9 I and 9.1(b) with the following:** The bid shall be submitted by the Bidder in the following manner: Bidder(s) shall submit Tender Fee only through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		The documents required to be submitted as part of Hard Copy Part of the Bid shall be scanned and uploaded as part of First Envelope in Soft Copy Part of the Bid as per provisions of ITB Clause 9 (II). All these documents shall however be furnished by the successful bidder(s) at request of Employer, in original/hard part as per requirement specified in the bidding documents. 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 Attachment-28 of the Bidding Documents along with the bid or subsequently pursuant to ITB Clause 21.1. 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. The provisions specified at other clauses of the Bidding Documents shall be read in conjunction with the provisions specified hereinabove.
14.	ITB 9 I (viii) & 9.1 (b) (vii)	Bidders are required to uploaded scanned copies of all the documents required to submitted in hard copy part of the bid along with an undertaking towards submission of original / Hard copy part of the bid on receipt of request from owner / employer. **Supplementing ITB clause 9. I (viii) & 9.1 (b) (vii) with the following:** Bidders shall also submit: (i) Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page. (ii) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost5 (iii) Bid Securing Declaration (iv) Declaration by the bidder for 'Code of Integrity for Public

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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.
15.	ITB 9.1(b) (i) & (ii)	Bidders are required to uploaded scanned copies of all the documents required to submitted in hard copy part of the bid along with an undertaking towards submission of original / Hard copy part of the bid on receipt of request from owner / employer. **Replacing ITB clauses 9.1(b) (i) & 9.1(b) (ii) with the following:** (i) DD or 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 (**as revised in BDS above**) (ii) Bid Securing Declaration.
16.	ITB 9.2	Alternative bids shall not be permitted.
17.	ITB 9.3(a)	**Replacing ITB clause 9.3(a) with the following:** (a) Attachment 1: Bid Securing Declaration in the prescribed format.
18.	ITB 9.3 (c)	**Replace Tenth Para of ITB clause ITB 9.3(c) with the following:** However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate **inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6** .
19.	ITB 9.3 (i, k & m)	**Not applicable**
20.	ITB 9.3 (m)	**Not Applicable**
21.	ITB 9.3 (o)	**Supplementing ITB clause 9.3(o) with the following:** **Integrity Pact** The Bidder shall complete the accompanying Integrity Pact, which

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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/-.
22.	ITB 9.3h (q)	**Replace ITB 9.3h(q) with the following:** Attachment 16: Additional Information *(uploading of Scanned Copy, as applicable)* (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. (ii) Details of Provident Fund Code Number of the Bidder**.** (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. (iv) Any other information which the Bidder intends to furnish. *Scanned copy of above documents shall be uploaded (refer para 15.4 below).*
23.	ITB 9.3 (s)	**Supplementing Attachment 18: Safety Pact *(submission of Hard Copy in 'Original')* with the following** Not applicable for this package. Safety provisions for Regional / Site awarded Packages (Other than manpower supply packages) as per Circular No. 05/203 is applicable and enclosed at Vol.II
24.	ITB 9.3(v), ITB 9.3(w), ITB 9.3 (x), ITB 9.3 (y), ITB 9.3 (z), ITB 9.3(aa),ITB 9.3(ab), ITB 9.3(ac) ITB 9.3(ad),	**Add new Clauses ITB 9.3(v), ITB 9.3(w), ITB 9.3 (x), ITB 9.3 (y), ITB 9.3 (z), ITB 9.3(aa), ITB 9.3(ab) & ITB 9.3(ac) as follows:** **(v) Attachment 21:** Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (*submission of Hard Copy in 'Original'*), *to be submitted on a non-judicial stamp paper of Rs. 100/-.* 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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
	9.3(ae) and ITB 9.3(af)	details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on a non-judicial stamp paper of Rs. 100/-. Further, Self-certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact. Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate**.** **(w)** **Attachment 22**: Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII Order and MoP Order, if applicable *(submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/cost accountant/chartered accountant*. In line with the PPP-MII Order and MoP Order, the bidder shall submit certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, on the letter head of the auditor/chartered accountant. Further, auditor's/ accountant's certificates (as the case may be) submitted by the Bidder may be may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact. Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate. **(x)** **Attachment 23:** Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(y) Attachment 24: Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1 *(In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture).* **(z) Attachment 25: Undertaking by the bidder regarding Compliance of DMI&SP policy** Vide Notification dated 8th May 2017 and its revision dated 29th May 2019by Ministry of Steel has published *"Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement".* The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any. **In support of the adherence, the bidder shall furnish in its bid an Undertaking declaring that bidder shall comply with the requirement of DMI&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 (*whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time*) 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.** Bidder's failure to submit the '**Undertaking by the bidder regarding Compliance of DMI&SP policy'** along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid. Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and POWERGRID.. **(aa) 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).* **(ab) Attachment 27:** Bid Securing Declaration to be submitted by the Bidder. **(ac) Attachment-28: Undertaking regarding submission of**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		original/Hard copy part of the bid **(ad) Attachment-29:** 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.
25.	ITB 11.3	**Replace the existing Clause with the following:** Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner: Schedule 1 Installation Services Schedule 2 Taxes and Duties not included in Schedule 1 Schedule 3 Grand Summary (Schedule Nos. 1 & 2) ~~Bidders shall note that the plant and equipment included in Schedule No. 1 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 3, Installation Services.~~
26.	ITB 11.4	**Replace Clause ITB 11.4 with the following**: In the schedules, 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 applicable follows: (c) Installation Charges shall be quoted separately (Schedule 1) and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all installation services except those priced in other Schedules. The price quoted in respect of all items in the above schedule shall be excluding GST. (g) To facilitate the bidders, Purchaser has indicated an HSN/SAC code and rate of GST against each item in the Price Schedule

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		except for lumpsum quantities/lot/Set as mentioned at ITB 11.3.3. 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. Purchaser'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. (h) Total GST on Supply of goods and Services shall be indicated in Schedule -2 (i) 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. (j) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: General Conditions of Contract (GCC): Insurance Requirements to Form of Contract Agreement as contained in SCC. Bidder shall further note that the Purchaser shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery. (k) The bidder shall fill up only the marked cell (shaded in green colour) in the work sheets of Schedule 1 to 7 and Discount, Taxes & duties (Applicable schedules only). Bidder shall not carry out any modification or changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Schedule-6 (Grand Summary), Schedule-6 (After Discount) (Grand Summary after discount) and Bid Form. (l) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Purchaser. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Purchaser will not compensate the Bidder. The Bidder shall

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		furnish along with their bid, a declaration to this effect in Attachment 17 as per the format enclosed in the Bidding Documents. Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances or benefits is permitted and is required to be issued by the Purchaser in line with the relevant policies, rules and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Purchaser, provided the Bidder explicitly indicates in their bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Purchaser will neither be responsible nor be liable to compensate the Contractor, and the Purchaser shall have no financial liability on this account. Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 17. In case bidder has not indicated such information or has indicated "to be furnished later on" in Attachment 17, the same shall be construed to mean that no benefit has been passed on by the bidder to the Purchaser, and the Purchaser shall not issue any certificate to the contractor for availing the same even if admissible. (m) Purchaser shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.
27.	ITB 11.5	**Replace the existing provision with the following**: **The work shall be executed on firm price basis.** The prices shall be in accordance with the following: Adjustable Price: Prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, etc. in accordance with the procedures specified in the Special Conditions of Contract.
28.	ITB 13.1	**Supplement ITB Clause 13.1 with the following:**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Bid Security shall not be applicable in this Package. All the Bidders shall submit as part of their bid, a Bid Securing Declaration in Attachment-27 of the Bid Forms.
29.	ITB 13.2	**Deleted**
30.	ITB 13.3	**Replace the clause 13.3 with the following:** **Bidder's failure to submit an acceptable Bid Securing Declaration along with the bid or subsequently pursuant to ITB Clause 21.1, shall lead to his bid being considered nonresponsive in line with ITB Sub-Clause 22.4. The Bid Securing Declaration of a joint venture must be in the name of all the partners in the joint venture submitting the bid.**
31.	ITB 13.4 and 13.5	**ITB Clause 13.4 & 13.5 stands deleted.**
32.	ITB 13.6	**Replace Clause ITB 13.6 with the following:** **In case of dishonouring the conditions of Bid Securing Declaration as given below, the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.** **a. if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or** **b. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or** **c. If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or** **d. If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		post – bid discussion; or e. in the case of a successful Bidder, if the Bidder fails within the specified time limit: (i) to sign the Contract Agreement, in accordance with ITB Clause 34, or (ii) to furnish the required performance security(ies), in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5; or f. In case of violation/transgression of 'Code of Integrity for Public Procurement' by the bidder/contractor in competing for the Contract, in accordance with ITB Clause 36.
33.	ITB 13.7	ITB Clause 13.7 stands deleted.
34.	ITB 14.1	Replace the clause 14.1 with the following: Bids shall remain valid for the period of Three (03) months after the last date of bid submission. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.
35.	ITB 14.2	Replace ITB Clause 14.2 with the following: In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.6 shall not be applicable. A Bidder granting the request will not be required or permitted to modify its bid.
36.	ITB 15.1 (ii) (a) & (b)	**Replacing ITB clauses 15.1 (ii) (a) & 15.1 (ii) (b) with the following:** 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. b) Bid Securing Declaration. **Online payment mode for Bid Document Fee and CPG -** https://epay.powergrid.in/ On payment of the Bid document fee, the same may be uploaded

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>along with the bid and mailed to venkatapathy@powergrid.in / amitverma@powergrid.in</td></tr>
<tr><td>37.</td><td>ITB 15.1(ii)(g)</td><td>Supplementing ITB clause 15.1 (ii)(g) with the following:
a) Affidavit of Self certification regarding Minimum Local Content, duly signed and stamped on each page and Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and DoT-Order.
b) Any other document(s), if applicable, as per Clause ITB 5.1.</td></tr>
<tr><td>38.</td><td>ITB 15.4</td><td>Supplementing the List of documents to be scanned & uploaded on the portal mentioned in ITB Clause 15.4 as below:
<table><tr><td>S. No.</td><td>Description of Documents</td><td>Name of File to be uploaded on the portal</td></tr><tr><td>……</td><td>……</td><td>……</td></tr><tr><td>22.</td><td>Bid Securing Declaration</td><td>Bid_Securing_ Declaration.pdf</td></tr><tr><td>23.</td><td>Other Documents</td><td>other.pdf</td></tr></table></td></tr>
<tr><td>39.</td><td>ITB 16.1</td><td>Supplementing Envelope-2 of ITB 16.1 with the following:
Bid Securing Declaration</td></tr>
<tr><td>40.</td><td>ITB 16.2(a), ITB 16.2(b), ITB 17.1, and ITB 20.1</td><td>Supplementing ITB Clauses 16.2 (a), 16.2 (b), 17.1, 18.1 and 20.1 as follows:
Address for submission of Hard copy of Documents:
Address in Person or by Post:
Sr. General Manager (C&M) / Deputy General Manager(C&M)
Power Grid Corporation of India Ltd.,
Southern Region Transmission System-II,
Near RTO Test Driving Track, Singanayakanahalli,
Yelahanka Hobli,
Bangalore – 560 064.
Tel: 080-23093727,23093725, Fax: 080-23093726
Email id: sr2candm@powergrid.co.in
Deadline for submission of Hard copy of Documents – Not Applicable, Bidders to submit undertaking with respect to the</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		hard copy submission **Address for Bid Opening:** **Sr. General Manager (C&M) / Chief Manager(C&M)** **Power Grid Corporation of India Ltd.,** **Southern Region Transmission System-II,** **Near RTO Test Driving Track, Singanayakanahalli,** **Yelahanka Hobli,** **Bangalore – 560 064.** **The deadline for Soft copy part of the bid submission is** **Date: 30.04.2025** **Time: 11:00 hrs. [Indian Standard Time (e-procurement server time)].** **Bid submission timelines will be defined as per the e-Procurement server clock only.** **Time and date for Bid Opening – First Envelope:** **Date : 30.04.2025** **Time: 11:30 hours (Indian Standard Time)**
41.	ITB 16.3	**Replacing first para of ITB clause 16.3 with the following:** 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 & Local Content Certificate) along with First Envelope.
42.	ITB 17.1	**Supplementing ITB clause 17.1 with the following:** Bidders are required to uploaded scanned copies of all the documents required to submitted in hard copy part of the bid along with an undertaking towards submission of original / Hard copy part of the bid consisting of following on receipt of request from owner / employer: (i) Bidding Document fee. (ii) Bid Securing Declaration

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(iii) Power of Attorney (as applicable) and Joint Deed of Undertaking (as applicable) and any other documents as required. (iv) Integrity Pact (in Original). (v) Declaration towards Land Border Policy, CIPP, DMI &SP etc. (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. (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
43.	**ITB 17.2.1**	**Supplementing ITB clause 17.2.1 with the following:** **The e-mail IDs are as follows:** Email: venkatapathy@powergrid.in / amitverma@powergrid.in
44.	**ITB 19.2**	**Replace the clause ITB 19.2 with the following:** **The Bidder's modifications shall be done and submitted as follows:** **(i) VOID** **(ii) Soft copy of the entire bid if any modification is there.**
45.	**ITB 19.4**	**Replace the ITB Cl. 19.4 with the following:** **No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's bids in future packages being considered non-responsive, pursuant to ITB Sub-Clause 13.6.**
46.	ITB 21.1	**Replacing first Para of ITB clause 21.1 with the following:** During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t), (u), (v),(w),(x), (y), (z), (aa), (ab), (ac), (ad), (ae)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		and (af) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, 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 GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5 or 13.1,documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 3 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/identified in Attachment-11 {'Information regarding ex-employee(s) of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 3 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.
47.	ITB 22.2	**Supplementing Clause ITB 22.2 with the following:** Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For the 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 Owner's rights or the successful Bidder's obligations under the

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
48.	ITB 22.3.1	**Replace Clause ITB 22.3.1 with the following:** Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5 (Contractor's Responsibilities), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 24.1(c) (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 69,70 & 71 (Settlement of Disputes, Conciliation and Arbitration) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.
49.	ITB 23.1	**Replacing ITB clause 23.1 with following:** The Purchaser will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Annexure – A (BDS) to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding. **Notwithstanding the above, criteria as per ITB Clause 23.2 shall also be required to be met.**
50.	ITB 23.1	**Supplementing ITB Clause 23.1 with following:** The Owner also reserves the right to verify the Qualification data requirement by physical visit, and/or through Indian Embassy in case of data of foreign origin, or any other means as it may consider appropriate**.**
51.	ITB 23.2	**Replacing ITB clause 23.2 with following:** The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Purchaser on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other

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		information as the Purchaser deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Purchaser as per the provisions of Annexure -A (BDS). The determination will also take into account the history of accidents in which the Bidder is involved in the contracts with the Purchaser as under: Subsequent to Bidder's involvement in two cumulative fatal accidents during any financial year, **bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder for three (03) packages, whose actual date of bid opening falls after the date of the second fatal accident shall be considered non-responsive.** Subsequent to Bidder's involvement in three cumulative fatal accidents during any financial year, **bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder for five (05) packages whose actual date of bid opening falls after the date of the third fatal accident shall be considered non-responsive.** If there is re-occurrence of fatal accidents **after** the third fatal accident during the financial year, **bids submitted by such bidder for all packages whose date of bid opening, originally scheduled and/or actual, falls within the one year reckoned from the date of the last fatal accident, shall be considered non-responsive**. For the aforesaid purpose, the count for number of fatal accidents shall be financial year wise (year ending March). The Purchaser shall be the sole judge in this regard. **Further, the count of bids for five (05) packages to be considered non-responsive on account of occurrence of third fatal accident shall be subsequent to the count of bids for three (03) packages to be considered non-responsive on account of occurrence of second fatal accident. However, once the bids are considered non-responsive for one year reckoned from the date of re-occurrence of fatal accidents after the third fatal accident, the provisions for non-responsiveness due to second/third fatal accident shall be superseded by the aforesaid.** Non-reporting of any accident to the Purchaser in any ongoing

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		contract with the Purchaser or any suppression of facts/related information in regard to accident shall lead to determination of bid of such bidders as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which **the Purchaser determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Bidder.** **In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by partner(s) of the JV who was responsible for the execution of the said works as per their scope under the Contract.** **In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred.** In case of the bidder's failure to submit its Board Resolution, after review of fatal accidents in any on-going Contracts with the Purchaser, along with the action plan for avoidance of such incidences to the Purchaser and/or in case the CEO of the Bidder does not apprise the POWERGRID APEX SAFETY BOARD of the cause of Fatal accident and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of fatal accidents **plus the extended period of 4 weeks as brought out in GCC, their bids shall be treated as non-responsive till completion of the above actions**.
52.	ITB 23.2.1, 23.2.2, 23.2.3, 23.2.4	Add new clauses 23.2.1, 23.2.2, 23.2.3, 23.2.4 23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) for various packages to be considered for award [shall mean the package(s) for which

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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). 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. For the above purpose, the bidder shall also submit a declaration in Attachment 24. 23.2.3 Notwithstanding the declaration by the bidder as above, the Bid Capacity/Manufacturing Capacity shall be subject to assessment, if any, by the Purchaser. 23.2.4 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 Purchaser's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate. 23.2.5 Bidders capacity 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 contract(s) on a bidder during any financial year (i. e April to March) shall be subject to the condition that aggregate of the Minimum Average Annual Turnover(MAAT) requirement specified in Qualification requirement(Annexure-A, (BDS) , Section-III, Volume-I) of bidding documents) for various packages to be considered for award[shall mean the package(s) for which award has been placed on that bidder/bidder is under zone of consideration for the award of the packages] during such financial year (i.e April to March) shall not exceed 1.5(one and half) times the Average Annual Turnover

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(AAT) of the bidder worked out in the manner as specified in Qualification Requirement for the bidder. The balance bid capacity shall be based on declaration by the Power of attorney holder & KMP company (i.e CEO/Manager Director/Company Secretary/Director/CFO/any other partner in case of Partnership firm) of the bidder in the bid based on the following formulae. Balance bid capacity (in Rs.) =3T-B, where T = Maximum value of similar works (Civil works) executed in any one financial year during the last 5 financial years taking into account the completed as well as the works in progress. B =Value of existing commitments and ongoing similar works yet to be completed as on the 1st date of quarter of the financial year in which the bids are opened. The Employer may, seek clarification/details related to balance bid capacity, as may be considered appropriate. Employer reserves the right to assess the bidder's capability and capacity for evaluation of bidder. Bidders shall furnish details of works in hand, contract value, expected completion time, % works completed as on date of Bid submission, maximum value of similar works executed in anyone financial year during last 5 financial years in the Sheet Attach (QR) of Attachments and Bid Forms under Volume-III of bidding documents or can upload separate statement as PDF as Techno commercial part of bid.
53.	ITB 23.5	**Add new sub-Clause 23.5 as under:** 23.5 In the case of new bidders, assessment shall be done as per the provisions of Qualification Requirement for the Bidder, enclosed as Annexure-A (BDS) taking into consideration all relevant aspects. The bidder's capacity and capability for award of Contract(s) shall be based on such assessment.
54.	ITB 23.6	**Add new sub-Clause 23.6 as under:** For all above purposes, owner shall be sole judge in this regard.
55.	ITB 24.1 (c)	Completion Schedule: - As detailed in SCC Sl. No.10
56.	ITB 25.3	**Replace Clause ITB 25.3 with the following:** The bidders' names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per Electronic

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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 – II and considered for award of contract as provided in ITB Clause 31.
57.	ITB 27.2	**Replace last para of ITB 27.2 with the following:** If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.6.
58.	ITB 27.4 (b)	Deleted as Functional Guarantees are not applicable.
59.	ITB 27.5 (b)	Deleted as Functional Guarantees are not applicable.
60.	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.
61.	ITB 28.2	**Add a new sub clause 28.2 as under:** No margin of domestic preference will be allowed in evaluation and comparison of bids.
62.	ITB 29	**Replacing ITB clause 29 with the following:** **29. e-Reverse Auction (e-RA)** **29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at Annexure-B (BDS).** **For the purpose of the aforesaid, the 'Indicative Estimated Cost for e-RA' is Rs. 15.17 Crores (including GST).** **Further, Business Rules for e-Reverse Auction and a**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		sample format for e-Reverse Auction Notice is enclosed at Annexure-C(BDS).
63.	ITB 31.2	**Replace the ITB Cl. 31.2 with the following:** The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid. At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.6. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.
64.	ITB 31.4	**Replace the existing provisions with the following:** Award for the entire scope of work shall be placed on the lowest evaluated and qualified bidder who is found capable to perform the Contract in the event of award**.**
65.	ITB 34.0	**Signing the Contract Agreement** At the same time as the owner notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement (as per format Enclosed in Bid documents) The Contract Agreement shall be prepared within ten (10) days of the Notification of Award/Letter of Award and the successful Bidder, and the owner shall sign and date the Contract Agreement immediately thereafter
66.	ITB 35.1	**Supplementing ITB 35.1 with the following:** In line with SCC clause 8.0
67.	ITB 35.2	**Replace the ITB Cl. 35.2 with the following:** 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 bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.6, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
68.	ITB 36	**Replace ITB 36 with the following:** 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. 36.1 In pursuance of this policy, the Employer: (a) will take appropriate measures in line with the above policy if it determines that the bidder recommended for award has directly or through an agent, has violated this Code of Integrity in competing for the contract in question; and (b) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.
69.	ITB 37.0	**Add new Clause 37.0 in Section-II (BDS):** **43.0 POWERGRID Whistle Blower and Fraud Prevention Policy** 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 https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies 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.
70.	ITB 4.2,6.1,7.2,7.3,9.1(a),9.1(b)(a),9.3,17.1&19.1	**Portal replaced with** https://etender.powergrid.in
71.	**Note-** At the time of submission of the bid, Bidders are required to make sure that: 1. The First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded along with the bid. 2. The Second Envelope excel with file name as indicated on the RFx Parameters	

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		section under RFx information on the portal https://etender.powergrid.in must be uploaded along with 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) ---