INSTRUCTIONS TO BIDDERS

"Supply of Motorized Hydraulic Compressor Engine driven capacity 150 ton, 700 Bar suitable to joint ACSR Conductor & Earth wire."

1.0 These **tender documents have been issued on e-tender portal specifically for the work of "Supply of Motorized Hydraulic Compressor Engine driven capacity 150 ton, 700 Bar suitable to joint ACSR Conductor & Earth wire."and cannot be used for any other purpose. Tender documents are not transferable. Bids that are not in compliance with all the conditions laid down in the tender documents are liable for rejection.**

1.1 In order to participate, t**he Bidder should have class-III, 2048 Bits Digital Signature Certificate (Separate Certificate for Signing & Encryption)**

1.2 Important Instruction for participation in subject e-Tendering:

(a) Bidders are requested to read the 'PRANIT-Bidders Manual and Pre-Requisite Document' available on e-Tender web link *https://etender.powergrid.in* before proceeding for submission of bids. It is important to note that bidders can submit their bids online only *through https://etender.powergrid.in*. For proper uploading of the bids on the portal namely *https://etender.powergrid.in (hereinafter referred to as the 'portal')*, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal

(b) Bidders shall ensure that their bids complete in all respects are submitted online through POWERGRID's e-tendering portal only.

2.0 Earnest Money Deposit (EMD)/Bid Security

2.1 The tender shall be accompanied by Earnest Money of **Rs. 5,000.00 (Rupees Five Thousand Only)** in a separate sealed **Envelope – I. The earnest money shall be in form of Demand Draft or Pay Order or Bankers' Cheque in favour of Power Grid Corporation of India Ltd., from a reputed commercial bank, payable at Nagpur. Alternatively if the bid security is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergridindia.com. While making such online payment towards bid security the bidder shall choose segment as "Suppliers" and fill the details as follows:**

Payment category	**EMD**
Sub-category	**EMD for WR-1**
Name of depositor	**Name of the Bidder**
Vendor code ,if applicable	**POWERGRID Vendor code if existing**
Payment remarks	**EMD (Bid security) for ……(enter the name of the package)**

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

2.2 **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises *are exempted from submission of Bid Security* as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. This shall be subject to submission of 'Udyam Registration Certificate' with regard to registration with Authority mentioned above in accordance with relevant notifications/orders. (Can be submitted through- Hard copy of Udyam Registration certificate in a separate sealed Envelope–1 or uploading on PRANIT Portal).**

~~Further, in line with ministry of MSME notification dated 19/01/2022, all the existing enterprises registered under EM Part II or UAM, prior to 30th June 2020, shall be valid upto 30 th June 2022.~~

2.3 **The bid shall be rejected by the Purchaser as being nonresponsive, in case bid is not accompanied by Acceptable EMD in Original/ online payment acknowledgement towards Bid security through POWERGRID ONLINE PAYMENT /documentary evidence with respect to registration with concerned authority for claiming exception as per para 2.2 above.**

2.4 The Bid Guarantee/EMD shall be forfeited on any one of the following grounds:

(a) If a bidder withdraws/modifies his bid during the period of bid validity.

(b) In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid.

(c) If the bidder does not accept to the corrections to the arithmetical errors identified during preliminary evaluation of the bid.

(d) If In the event of e-Reverse Auction, if the bidder fails to submit the written acceptance for the lowest offered rate, if the bidder is L1.

(e) In case of a successful bidder, if the bidder fails to sign the Contract. (if applicable)

(f) If the work is not commenced after the work is awarded to a Contractor.

2.5 The Return of EMD of the successful bidder shall be dealt with in line with **Clause no. 15.0 of Special Conditions of Contract (SCC)**. The EMD of the unsuccessful bidders will be returned after award of the contract to the successful bidder.

For the return of EMD through net-banking, all bidders shall fill up the RTGS form

in the **attachment-4 to Attachment and Bid Form excel sheet** and upload the same along with the copy of cancelled cheque on the on the portal *https://etender.powergrid.in*.

2.6 No interest shall be payable by the Purchaser on the above Bid Security.

3.0 Documents Comprising the Bid

3.1 The bid shall be submitted by the Bidder under **"Single Stage Two Envelope"** procedure of bidding. Under this procedure, the bid submitted by the Bidder shall comprise of the following documents:

I. Hard Copy Part

Hard copy part of the bid shall comprise of following documents to be submitted in sealed envelope,

(i) Bid Security (in Original) or ~~Online Payment Acknowledgement towards Bid security in accordance with clause 2.1 of ITB or documentary evidence in support of exemption of Bid Security~~ (if applicable) in accordance with clause 2.2 of ITB in separate envelope super scripted as Envelope-1 **"EMD for "Supply of Motorized Hydraulic Compressor Engine driven capacity 150 ton, 700 Bar suitable to joint ACSR Conductor & Earth wire."**

II. **Soft Copy Part** : **Bid Form –I & Attachments'**

Soft copy of the bid shall comprise of following documents to be uploaded on the portal *https://etender.powergrid.in* as per provisions therein.

(i) The Template of the bid as available on the portal *https://etender.powergrid.in* shall be duly filled.

(ii) Programmed file - Attachments (Attachment 1 to 5 & Bid Form) in MS Excel format & its revision covering various attachments and bid form.

(iii) Scan copy of the Cancelled Cheque.

(iv) Scan copy of **"Online payment acknowledgment towards Bid security"** if paid through POWERGRID ONLINE PAYMENT (or) documentary evidence in support of exemption of Bid Security (if applicable) (MSE Exemption document -uploading in PRANIT Portal) in accordance with clause 2.2 of ITB.

III. Financial Part: "Price_Schedule'

MS Excel file containing Price Schedule comprising of **Schedule 1, Schedule 2 & Schedule 3…** has been uploaded for the work **"Supply of portable vacuum pumping unit for evacuation of air/gas from GIS equipment at Pune-Shikrapur GIS substation."** named as '***Priceschedule_BOQ'.***

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

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

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

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

3.2 **Alternative Bids shall not be permitted.**

3.3 Bid Security, which are part of hard copy part of the bid shall be opened First**.**

4.0 Late Bids

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

~~**In case Hard copy part (Envelope-1) of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination.**~~

In case, if the bidder has submitted the specific documents in hard copy in original (viz., bid security, POA etc.) within the stipulated deadline, but the bidder has not uploaded the soft copy part of bid, its bid shall be considered as late bid. The bid submitted in hard copy (viz bid security etc.) shall be returned to the bidder.

5.0 Validity of Bids

5.1 The bid shall be kept valid for a period of **90 days** from the date of opening of the bids.

6.0 Bid Receipt and Opening

6.1 Online Tender on the ***https://etender.powergrid.in*** and Hard Bid Part Tender will be received up to **15:00 Hrs on As per RFx** in the Contracts and Materials Department, Power Grid Corporation of India Ltd., Nagpur.

6.2 A **Single Stage Two Envelope (SSTE) Bidding Procedure** will be adopted and will proceed as detailed in the Bidding Documents.

6.3 The Bidders have the option of sending the Hard Bid part (Envelope-I and Envelope-II) by post/speed post/registered post/courier or submitting the bid in person. Hard Bids (Envelope-I ~~& II~~) submitted by FAX/telex/telegram or not submitted in sealed condition will not be accepted. No request from any Bidder to POWERGRID to collect the proposal from airlines, cargo agents etc. shall be entertained by POWERGRID. POWERGRID shall not be responsible for non-receipt or delay in receipt of bids sent by post/speed post/registered post/courier.

6.4 Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notification issued from time to time for such enterprise. This shall be subject to submission/Uploading of 'Udyam Registration Certificate' with regard to registration with Authority mentioned above in accordance with relevant notifications/orders.

Submission of "Udyam Registration Certificate" is mandatory to be considered under the Micro and Small Enterprises (MSEs) category.

The procurement of Goods and Services from Micro & Small Enterprises, preference to **Make in India** shall be as per the Govt policy in vogue.

6.5 Thereafter, POWERGRID shall open online the Soft Copy Part of the bid on portal ***https://etender.powergrid.in***. Bidders who have submitted their bid online may view online tender opening on the portal from their end.

6.6 Bids must be submitted/ uploaded under **Single Stage Two Envelope Bidding Procedure** on the portal at or before **15:00 hours on dtd As per RFx** Late bids will not be uploaded and accordingly be rejected. First Envelope i.e. Techno-Commercial Part shall be opened on **dtd As per RFx** in the presence of the bidders' representatives who choose to attend in person at the address given below at **15:30 hours** or may be viewed by the bidders by logging in to the portal as per features available to them. Second Envelope i.e. Price-part shall be opened in the presence of the bidders' representatives who choose to attend at the time and date and at the address given in the intimation for opening of Second Envelope or may be viewed by the bidders by logging in to the portal as per features available to them.

6.7 In the event of the specified date for the submission of bids and opening of the bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day and shall be opened on the appointed time on the next working day.

6.8 Bids not opened at bid opening shall not be considered further for evaluation,

irrespective of the circumstances.

6.9 No bid shall be rejected at bid opening except for late bids. However, opening of bid, whether or not accompanied with the EMD/MSE Exemption, shall not be construed to imply its acceptability which shall be examined in detail during the Bid evaluation.

6.10 Any extension in the date and time of Bid Submission/ Bid Opening shall not be considered merely on the plea/ground of system error/ access constraint or any such system related issue encountered by the particular party making such request.

7.0 Bid Prices & Discounts

7.1 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,** as follows:

a. **"Scheduled items" shall be quoted separately in Schedule 1, Non-Schedule shall be quoted separately in Schedule 2 and Electrical items in Sch-3, as applicable for the package.**

b. **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.**

c. **The bidders shall quote their bid prices excluding GST on Contract for all transactions between the Contractor and POWERGRID.**

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

e. **The Price quoted by the bidder shall remain Firm & Fixed during the entire currency of the Contract.**

f. **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 furnish along with their bid, a declaration to this effect in Attachment 06 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 responsible nor liable to compensate the Supplier, 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 06. In case bidder has not indicated such information or has indicated "to be furnished later on" in Attachment 06, 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 Supplier for availing the same even if admissible.

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

7.2 **Discount :** To enable the bidders for effecting reductions in the prices already filled up against the line items. **The bidder may indicate discount in Discount sheet of the excel file.**

The offered discount by the Bidder, if any, shall be calculated automatically and will reflect in the **Schedule 5 after discount sheet**: **Grand summary** in excel file.

8.0 Deviations

8.1 It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviations. However the bidder who may have to deviate from terms & conditions of contract including technical specifications will have to bring out and explain all their commercial and technical deviations in the Attachment-1 in the Attachment and Bid Form and the same should be uploaded on the e-procurement portal *https://etender.powergrid.in*.

8.2 The last column of the deviation statement should positively indicate the cost of withdrawal of deviations if insisted upon to withdraw the deviations by the owner. These costs will be taken into consideration for the purpose of evaluation. It may further be noted that in case of withdrawal of deviations, the maximum liability to the owner under the contract will not exceed the amount stipulated in the bid against respective deviation in the statement of deviation.

8.3 If there are no deviations the statement of deviation shall be filled up as 'NIL'. In case Deviation statement is blank same construed as **"Nil deviation".**

8.4 In case bidder does not upload the Attachment and Bid Form on the website, it shall be construed to be **"Nil Deviation"**.

8.5 Deviations mentioned or brought out elsewhere in the bid other than in the statement of deviation save for rebates will not be entertained. Any discrepancy between specifications and the bid, if not clearly brought out in schedules, will not be considered as valid deviations.

9.0 Evaluation and Comparison of Tenders / Bids

9.1 Evaluation and Comparison of Bids shall be as follows:

(a) Bidder has to quote for the complete scope of work for the package. Bids for individual item or incomplete scope shall be treated as incomplete and are liable to be rejected.

(b) The comparison shall be on the total price in Price Schedule No. 5 Grand Summary (Total of Schedule Nos. 1 to 3) and considering applicable discount. The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

(c) The evaluation of bids shall be made on overall lowest liability basis for entire scope of work including all applicable taxes & duties. **Partial bids submitted are liable for rejection & shall not be considered for the evaluation.**

(d) Further to above, the following shall also be taken into account.
   (i) The cost of withdrawal of deviations as indicated in the bid by the bidder.
   (ii) In case the cost of withdrawal of deviations is not indicated by the bidder, the cost compensation for deviations, as assessed by POWERGRID, which will be added to bid prices.

(e) Conditional discounts/rebates, if any, offered by the Bidder shall not be taken into consideration for evaluation. However, it shall be considered in case of awarding.

(f) The bids shall also be checked for computational error, if any, to arrive at the computed price. Arithmetical errors will be rectified on the following basis:
   (i) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected.

   (ii) If there is a discrepancy between words and figures, the amount in words will prevail.

   (iii) Further, if there is a discrepancy between the quantity specified by POWERGRID in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price.

   (iv) In case the unit rate of an item is not quoted but the total price is indicated, the same shall be taken to arrive at the computed price. The computed price arrived at, as above, shall be considered for the purpose of award also.

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

   (vi) If the bidder does not accept the correction of errors, its bid will be rejected

and the bidder shall be ineligible for future participation in bid for a period of one year as stipulated in para 2.0 of Bid Securing Declaration .

10.0 Conflict of Interest: 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:

10.1 they have a controlling partner in common; or

10.2 they receive or have received any direct or indirect subsidy from any of them; or

10.3 they have tile same legal representative for purposes of this bid; or

10.4 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

10.5 Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

10.6 a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and/or Services that are the subject of the bid; or

10.7 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

10.8 In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal.

10.9 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. 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.

11.0 Modification and Withdrawal of Bids

11.1 Bidder may modify its bids through the relevant provisions on the portal https://etender.powergrid.in.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 Purchaser prior to the deadline prescribed for bid submission.

11.2 The Bidder's modifications shall be done and submitted as follows:
(i) Modified Electronic form of the bid as per the provision of portal therein.
(ii) Soft copy of the entire bid if any modification is there.

11.3 No bid may be modified or withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder's ineligibility for participation of future bid in pursuant to ITB Clause 2.0.

12.0 Clarification of Bids

12.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. 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.

13.0 Confidentiality and Contacting the Purchaser

13.1 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

13.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Purchaser shall be the sole judge in this regard.

14.0 Award Criteria.

14.1 The lowest evaluated, technically and commercially responsive bid shall be the winning bid and shall be considered for award.

14.2 The Purchaser may request the Bidder to withdraw any of the deviations listed in the winning bid.

14.3 At the time of Award of Contract, if so desired by the Purchaser, the bidder shall withdraw the deviations to the bid 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 his bid security forfeited and the bidder shall be ineligible for participation of future bids for a period of one year.

14.4 Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Purchaser.

14.5 The award shall be made in one contract covering all Goods and Related Service.

15.0 Purchaser's Right to Accept any Bid and to Reject any or all Bids

15.1 The Purchaser reserves the right to accept or reject any bid in part or full, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

16.0 Notification of Award

16.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing (generally by way of Brief Letter of Award), that its bid has been accepted. **This notification of award will constitute the formation of the contract**.

16.2 The Purchaser shall publish the results on its website and the portal, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices display as per e-forms at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

17.0 Acknowledgement of Letter of Award

17.1 After the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall issue detailed Letter of award.

17.2 This Letter of Award shall be issued to the successful bidder in duplicate. The successful bidder has to return the duplicate copy duly signed and stamped on each page as a token of acknowledgement of the same.

18.0 Fraud and Corruption

It is the Purchaser's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

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

i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false

information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

"Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

or

acts intended to materially impede the exercise of the Purchaser's inspection and audit rights.

(a) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(b) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(c) 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 Purchaser 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 Purchaser.

19.0 General

19.1 Before proceeding with submission of the bids for the work, the bidder shall fully familiarize himself with the site conditions and general arrangement & schemes etc. Though the owner endeavors to provide the information, it shall not be binding on the owner to provide the same. The bidders are advised to visit the site and acquaint themselves. It is imperative for each tenderer to satisfy him completely of all local conditions.

19.2 To understand the exact work involvement, the bidders are advised to visit the working site and assess actual requirement and the rates are to be quoted accordingly. Nevertheless, the prospective bidder shall be deemed to have considered the above aspect and accordingly no later claims shall be entertained on this account.

19.3 Notwithstanding anything above, POWERGRID reserves the right to assess the bidder's capability and capacity to perform the contract.

19.4 POWERGRID shall not be responsible for any delay or non-receipt of bids sent by post/ courier. No claim in this respect shall be entertained. However, POWERGRID reserves the right to reject or accept late / delayed bids.

19.5 POWERGRID reserves the right to re-schedule the date of submission & opening of bids. In case of such rescheduling, the bids submitted by bidder shall not be returned back to the bidder. The same shall be retained by POWERGRID and will be considered for opening on re-scheduled date of opening of bids. However, bidders are at liberty to submit revised bid on or before the rescheduled date & time, superseding the earlier bid.

19.6 Obligations for Proactive Disclosures:

i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean

automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

19.7 **Punitive Provisions**:

Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the bid documents or contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract,

POWERGRID may take appropriate measures including one or more of the following:

i) if his bids are under consideration in any procurement :
a) Forfeiture or encashment of bid security
b) calling off of any pre-contract negotiations, and;
c) rejection and exclusion of the bidder from the procurement process

ii) if a contract has already been awarded
a) Cancellation of the relevant contract and recovery of compensation for loss incurred by POWERGRID;
b) Forfeiture or encashment of any other security or bond relating to the procurement;
c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:
a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements as per the provisions specified at Chapter-10: Supplier Relationship Management;
b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

19.8 Bidders may note that the Owner has uploaded its 'Works & Procurement Policy and Procedure: Vol.-I (Rev) & Vol.-II , Addendum / Modification No. 7 dated 09.08.2023 on POWERGRID website. Those bidders who wish to peruse the same may visit www.powergridindia.com. However, it shall be noted that no other party, including the Bidder/ Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Owner on the basis of the same. The respective rights of Owner and Bidders/ Contractors shall be governed by the bidding documents/contracts signed between the Owner and the Contractor for the package. The provisions of bidding documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

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