SECTION – 2: INSTRUCTIONS TO APPLICANTS

1. **Applicants are required to submit Empanelment Fee of Rs. 10,000/- (Rs. Ten thousand only) in the form of Demand Draft in favor of POWER GRID CORPORATION OF INDIA LIMITED Payable at Kolkata or through POPU (POWERGRID ONLINE PAYMENT UTILITY SYSTEM) https://epay.powergrid.in .** The Empanelment Fee should be submitted in a separate sealed envelope along with other sealed envelope containing other application documents. **The EOI without Empanelment Fee is liable to be rejected**. Empanelment Fee of the unsuccessful applicant i.e., who shall not accept the notified rates of POWERGRID or who shall not be considered by POWERGRID for Rate Contract shall be returned after finalization of the Rate Contract. However, the empanelment fee of successful applicant(s) shall be converted into Security Deposit (SD) and shall be returned on completion of the contract without interest..

1.1 The EoI Documents are available at POWERGRID's website http://www.powergrid.in, on Government of India's Central Public Procurement Portal (https://eprocure.gov.in) as well as on the e-tendering portal of POWERGRID viz. https://etender.powergrid.in. Interested Applicants can download the EoI Documents and commence preparation to gain time. However, in case of any contradiction between the EoI Documents at POWERGRID's website and those at the e-tendering portal, the later shall prevail.

1.2 The Applications shall be submitted on electronic platform with portal address https://etender.powergrid.in .

1.3 The amendment/clarification, if any, to the EoI documents will be notified only through the portal https://etender.powergrid.in .

1.4 Applicants are requested to provide complete and precise information in the space provided along with supporting documentary evidences, as applicable. The Applicants should attach separate sheet(s) in case the space provided is not sufficient. POWERGRID will consider the Applications solely on the basis of information/details/data/documentary evidences etc. provided by the Applicants in the Applications only without seeking further clarifications from the Applicants in normal circumstances. Accordingly, the Applicants are required to furnish complete and precise information along with supporting documentary evidences as applicable in the Applications as the same shall be treated as final and no further clarifications may be asked by POWERGRID from the Applicants for qualification or evaluation purposes.

Incomplete, partially complete, not clearly filled forms giving incorrect information are liable to be rejected without any consideration.

Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the Applicant's responsibility to respond with such clarity that will ensure POWERGRID not to misinterpret any of the Applications.

1.5 The Application to be submitted along with relevant supporting documentary evidences etc. must be signed and stamped with company seal by a person duly authorized to sign on behalf of the Applicant. This authorization shall consist of a written power of attorney accompanying the Application. The name and position held by each person signing the authorization must be typed or printed below the signature in the power of attorney document.

2. **Deadline for submission of Applications**:

Deadline for uploading of Application on the portal https://etender.powergrid.in and submission of Hard copy part of Documents at the address mentioned below:

Soft Copy Part of the Applications must be uploaded on the portal at or **before 11:00 Hours [Indian Standard Time (e-procurement server time)] on 24/11/2026**.

Hard Copy Part of the applications at or **before 11:00 Hours on 24/11/2026 [Indian Standard Time]**

Please refer **Instructions for Submission of Application** to this EoI for contents of application in Soft copy part of Application & Hard copy part of Application.

Address for Application Opening:

Contract & Material Department,
Power Grid Corporation of India Ltd.
Cf-17, Action Area-1C, New Town
Kolkata-700156, West Bengal

Time and date for Application Opening:
Date: **24/11/2026**
Time: **11:30 hours** (Indian Standard Time)

3. The EoI Document is meant for the exclusive purpose of facilitating POWERGRID for empanelment of firms and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically provided.

Further, all the costs associated with preparation of Applications, submission of the same to POWERGRID etc. shall be borne by the Applicants only.

4. In addition to meeting the Qualifying Requirements, Applicants meeting the following mandatory criteria need only to apply.

a) The Applicant must be registered and incorporated in India under Indian Company Act 1956 or 2013, as the case may be/ Indian Partnership Act 1932/The Indian Factories Act 1948/Any relevant Indian Laws, whichever is applicable.

b) 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 and at the time of Notification of Award.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

(i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

(ii) "Bidder from a country which shares a land border with India" for this purpose means:
   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(iii) The beneficial owner for the purpose of (ii) (d) above will be under:

   1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.

5. Further, at the time of invitation of bids from the empaneled agencies, the firm shall comply with Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/amendments if any.

'Class –I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'.

Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.

Firms who are not 'Class-I local supplier 'shall not be eligible to bid, at the time of invitation of bids from the empaneled agencies.

6. The Applicant must have GST Registration No. / Permanent Account No. (PAN)/ PF code no., whichever applicable.

The Applicant must ensure that he meets the above mandatory criteria.

7. POWERGRID reserves the right to cancel the enlistment of any agency for any of the following reasons:

   a) if they/he found black-listed in any Govt. / Public Sector Organization.

   b) if they/he found to have submitted false particulars/fake documents for securing enlistment.

   c) if they/he found not quoting for three (3) tenders consecutively.

   d) if continuous poor performance has been observed for 3 years at Vendor Performance Evaluation.

   e) if the Agency(ies), in the judgment of the POWERGRID has violated the 'Code of Integrity for Public Procurement' attached as Appendix-I to the 'Section – 2: Instructions to Applicants', in competing for or during the period of empanelment.

      In persuasions to its policy for 'Code of Integrity for Public Procurement', the POWERGRID will take appropriate measures in line with the above policy if it determines that the agency has, directly or through an agent, violated this Code of Integrity in competing for or during the period of empanelment in question.

8. An applicant is not permitted to seek enlistment in more than one name, including proprietorship/partnership firms.

9. **Validity of Rate Contract shall be for 02 (Two) years**. However, POWERGRID may withdraw empanelment of any entity based on experience/performance without assigning any reason. Further, this is subject to cancellation of empanelment (de-listing) due to any of the reasons mentioned hereunder.

10A. The applicant's performance will be monitored for quality, commitment to delivery period mentioned in tender, adherence to the Safety Regulations, Labour /Statutory regulations, Conduct/Discipline etc., while executing jobs. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by POWERGRID.

10B. If the applicants refuse to execute the job at his quoted rates, after finalizing order on him, he shall be put in holiday list. Agency shall be issued a warning letter and he shall be debarred from quoting for any jobs for a period up to 3 years.

10C. POWERGRID also reserves the right to cancel the enlistment of any agency for any other reasons as deemed fit by POWERGRID provided that action as contemplated in clause-9 will not be taken against the agency, if the defaulting agency submits to POWERGRID in writing the reasons / grounds for the noncompliance/default/high quotes etc., as the case may be, sufficiently in advance, and the decision taken by POWERGRID in this regard on such submissions will be final and binding on the agency (ies).

10D. Such agencies, whose empanelment/enlistment is cancelled due to any of the above reasons, will not be considered for subsequent empanelment for a period of **02 (Two) years**.

11. Any clarification with respect to this EoI may be obtained from the address given below:

JE(CS)/Sr. DGM(CS)
Contract Services Department,
Power Grid Corporation of India Ltd.
Cf-17, Action Area-1C, New Town
Kolkata-700156, West Bengal
Tele No.:- 033-23242847
Email: Rajmangal599@powergrid.in / er2cnm@powergrid.co.in

12. **Others**

12.1 Submission of Application does not automatically guarantee Rate Contract.

12.2 POWERGRID reserves the right to call for additional information and/or check, verify all the information furnished in the Application. POWERGRID also reserves the right to

inspect all premises / facilities to confirm the authenticity of information furnished / capabilities mentioned in the Application.

12.3 POWERGRID reserves the right to reject Applications on the basis of unsatisfactory performance of ongoing job or any similar job in the last seven (7) years or for furnishing false information/declaration in the Application.

12.4 POWERGRID reserves the right to reject any or all the Applications without assigning any reasons whatsoever.

12.5 POWERGRID's decision shall be final on all matters.

12.6 Applicants to note that Applications with conditions unacceptable to POWERGRID shall be rejected.

12.7 **Fraud and Corruption**

It is the POWERGRID's policy that requires the bidder to sign a declaration alongwith its bid about abiding by a 'Code of Integrity for Public Procurement'. This policy is attached as **Appendix-I** to this 'Section – 2: Instructions to Applicants'**.**

12.7.1 In pursuance of this policy, the POWERGRID:

(a) will take appropriate measures in line with the above policy if it determines that the bidder/applicant recommended for award/empanelment has, directly or through an agent, has violated this Code of Integrity in competing for the contract/empanelment in question; and

(b) will have the right to require that the provision be included in EoI Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the POWERGRID 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 POWERGRID.

12.7.2 The bidder/applicant shall furnish in its bid/application the declaration about abiding by a 'Code of Integrity for Public Procurement' in accordance with Clause 12.7.1 above.

Bidder's/Applicant's failure to submit the 'Declaration for Code of Integrity for Public procurement' along with the Bid/Application or subsequently through clarifications shall lead to outright rejection of the Bid/Application.

12.8 The Applicant is also required to furnish the accompanying Integrity Pact (as per the prescribed format given in **Section – 6** to this EoI Document), which shall be applicable

for this EoI Process, duly signed on each page by the authorised signatory(ies) signing the Application.

13 Conflict of Interest:

A Party shall not have a conflict of interest. All Parties found to have a conflict of interest shall be disqualified. A Party may be considered to have a conflict of interest with one or more parties in this EoI process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this 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 EoI of another Party, or influence the decisions of the Employer regarding this EoI process; or

(e) a Party submits more than one application in this EoI process, either individually [including application submitted as a agent/authorised 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 parties in Section-3] or as a partner in a joint venture, except for alternative offers permitted. This will result in the disqualification of all such applications. However, this does not limit the participation of a party as a subcontractor in another application, or of a firm as a subcontractor in more than one application; or

(f) a party or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the application; or

(g) A party or any of its affiliates has been hired (or is proposed to be hired) by the employer as Project Manager for the contract.

14 Confidentiality and Contacting the Employer

a) After the public opening of applications, information relating to the examination, clarification, and evaluation of applications and recommendations concerning empanelment shall not be disclosed to parties or other persons not officially concerned with this process until the publication of empanelment. From the time

of bid opening to the time of empanelment, if any party wishes to contact the Employer on any matter related to its application, it should do so in writing.

b) Any effort by a party to influence the Employer in the Employer's application evaluation, application comparison or empanelment decisions may result in rejection of the party's application. The Employer shall be the sole judge in this regard.

15 Clarification of Bids:

During application evaluation, the Employer may, at its discretion, ask the party for a clarification of its application. In case of erroneous/non submission of documents related to/identified in Power of Attorney, Integrity Pact and Declaration of Key Managerial Person jointly with Power of Attorney holder or Deed of Joint Undertaking or the complete annual reports together with Audited statement of accounts required to be submitted by the applicant as per the provisions of the EoI Documents, the Employer may give the applicant not more than 7 working day's notice to rectify/furnish such documents, failing which the application shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the application shall be sought, offered or permitted.

The Purchaser will carry out evaluation of documents submitted in support of meeting the qualifying requirements and decide upon qualification of the bidders on the basis of those documents. Bidders are advised to take utmost care that all necessary documents are submitted. If during evaluation of QR bids it is found that bidder(s) has not submitted some documents pertaining to historical data/fact etc. or documents pertaining to work experience already submitted with the bid, POWERGRID reserves right to obtain such documents from the bidder or through its own sources or from its other records and the same may be considered for evaluation.

In respect of the submission of documents with regard to qualification criteria, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a work order without its completion/performance certificate, the certificate can be asked for and considered. However, no additional work experience, not already submitted with the bid, shall be asked for so as to qualify the bidder.

************End of SECTION–2**************

Appendix-I to Section-2

1.0 **Code of Integrity for Public Procurement**

1.1 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 POWERGRID, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

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

v) "Conflict of interest": any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;

vii) "Obstructive practice": materially impede the POWERGRID'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 POWERGRID's rights of audit or access to information.

1.2 Obligations for Proactive Disclosures

i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

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

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.

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

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

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

iii) Provisions in addition to above:

a) Removal from the list of registered suppliers and banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "*Black-Listing of Firms / Banning of Business*".

b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.4 In pursuance to this policy, the POWERGRID 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 POWERGRID to inspect their accounts and records and other documents relating to bid submission and contract performance under this project only and to have them audited by auditors appointed by the POWERGRID.

-----End of Appendix-I to Section-