

## **SECTION - III**

### **BID DATA SHEETS (BDS)**

**PACKAGE NAME: WC-4777: Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO**

**SPECIFICATION No.: SR2/NT/W-AIS/DOM/C00/26/04775  
(RFx no.- 5002005253)**

## BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB): The clauses of BDS will supersede the corresponding clauses of ITB.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	<p>Replace ITB Clause 1.1 with the following:</p> <p><b>The Owner is:</b></p> <p><b>M/s Tamil Nadu Transmission Corporation Ltd. (TANTRASNCO), N.P.K.R.R. Maaligai, 144 Anna Salai, Chennai-600002.</b></p> <p><b>The Employer is:</b></p> <p><b>Power Grid Corporation of India Limited, SRTS-II RHQ, Singanayakanahalli, Yelahanka, Bengaluru -560064.</b></p> <p>The Sr. GM (C&amp;M), Mobile: +91- 9366839196 / 9449599004</p> <p>Email : <a href="mailto:pidaparthi@powergrid.in">pidaparthi@powergrid.in</a> <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a>;</p> <p>The address of Tender portal is replaced with <a href="https://etender.powergrid.in">https://etender.powergrid.in</a>.</p>
2.	ITB 1.1	<p>Supplementing ITB 1.1 with the following:</p> <p>In respect of consultancy work of TANTRANSCO, for the purpose of execution of the contract, the contractual activities shall be performed by the Employer “for and on behalf of the Owner” except in cases where the Owner itself is statutorily required to do so.</p> <p>All the payments to the Contractor shall be made by POWERGRID strictly out of the funds received from TANTRANSCO.</p>
3.	ITB 2.1	<p><b><u>Replace ITB 2.1 with following:</u></b></p> <p>This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government</p>

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		<p>Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.</p> <p>Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, and F.No.7/10/2021-PPD(1) (Order Public Procurement no.4) dated 23.02.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) and any subsequent Amendments, if any.</p> <p><b>Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33.</b></p> <p>The above requirement of registration shall however be subject to any waiver granted by Competent Authority as per the aforesaid orders.</p> <p>However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.</p> <p>For the aforesaid purpose,</p> <ul style="list-style-type: none"> <li>(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</li> <li>(ii) "Bidder from a country which shares a land border with India" for this purpose means: <ul style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> </ul> </li> </ul>

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		<p data-bbox="704 243 1526 310">g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p data-bbox="634 342 1526 409">(iii) The beneficial owner for the purpose of (ii) (d) above will be under:</p> <ol data-bbox="688 415 1526 590" style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means</li> </ol> <p data-bbox="589 600 756 632">Explanation-</p> <ol data-bbox="688 638 1526 884" style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company</li> <li>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights.</li> </ol> <ol data-bbox="634 926 1526 1654" style="list-style-type: none"> <li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</li> <li>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.</li> <li>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.</li> <li>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.</li> </ol> <p data-bbox="589 1682 1526 1749">An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p data-bbox="589 1787 1526 1919">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</p>

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		<p>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.</p> <p>The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.</p> <p><b>Further, the firm has to be a ‘Class-I local supplier’</b> 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 19/07/2024 (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.</p> <p><b>‘Local Content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</b></p> <p><b>‘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’. <u>This Invitation for Bids issued by the Purchaser is for Class-I Local suppliers only.</u></b></p> <p><b>Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 60%. Firms who are not ‘Class-I local supplier’ shall not be eligible to bid.</b></p> <p>The ‘Class-I local supplier’ shall give a self-certification in his bid in 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. <b>For items sold by the Bidder as reseller as defined in the PPP-MII Order, OEM certificate for country of origin is to be submitted as enclosure to the self-certification.</b> Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact/violation of Code of Integrity in Public Procurement and action shall be taken in line with provisions of the Integrity Pact, Code of Integrity in Public Procurement and in line with the provisions of the PPP-MII Order. \$Further, in case of price reduction during e-RA, the ‘Class –I local supplier’ shall ensure that the item offered meets the Local Content requirement considering the revised prices.</p>

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		<p>Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> <p>Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer (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 Employer of such event as below:</p> <table border="1" data-bbox="589 856 1520 1602"> <thead> <tr> <th data-bbox="589 856 675 951">Sr. No.</th> <th data-bbox="675 856 1175 951">Event</th> <th data-bbox="1175 856 1520 951">Period for which bid(s) shall be considered as non-responsive/ not eligible</th> </tr> </thead> <tbody> <tr> <td data-bbox="589 951 675 1016">1.</td> <td data-bbox="675 951 1175 1016">Termination# of Contract due to Contractor's default</td> <td data-bbox="1175 951 1520 1016">1 year</td> </tr> <tr> <td data-bbox="589 1016 675 1081">2.</td> <td data-bbox="675 1016 1175 1081">Encashment of CPGs due to non-performance \$</td> <td data-bbox="1175 1016 1520 1081">1 year</td> </tr> <tr> <td data-bbox="589 1081 675 1146">3.</td> <td data-bbox="675 1081 1175 1146">Repeated failure of major Equipment while in service</td> <td data-bbox="1175 1081 1520 1146">1 year</td> </tr> <tr> <td data-bbox="589 1146 675 1243">4.</td> <td data-bbox="675 1146 1175 1243">Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</td> <td data-bbox="1175 1146 1520 1243">1 year</td> </tr> <tr> <td data-bbox="589 1243 675 1402">5.</td> <td data-bbox="675 1243 1175 1402">More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/ suppliers as Direct payment, under an existing Contract, due to financial position of Contractor</td> <td data-bbox="1175 1243 1520 1402">1 year</td> </tr> <tr> <td data-bbox="589 1402 675 1535">6.</td> <td data-bbox="675 1402 1175 1535">Firm has been referred to NCLT under Insolvency &amp; Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)</td> <td data-bbox="1175 1402 1520 1535">Till the firm comes out of Resolution process</td> </tr> <tr> <td data-bbox="589 1535 675 1602"></td> <td data-bbox="675 1535 1175 1602"></td> <td data-bbox="1175 1535 1520 1602"></td> </tr> </tbody> </table> <p># Partial off-loading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination. For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.</p> <p>\$- The same shall exclude cases of CPG Encashment due to non - performance of the contractor for balance works under supply cum installation contracts involving commissioning.</p>	Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible	1.	Termination# of Contract due to Contractor's default	1 year	2.	Encashment of CPGs due to non-performance \$	1 year	3.	Repeated failure of major Equipment while in service	1 year	4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year	5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/ suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year	6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process			
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		<p><i>*For the purpose of working out 50% of the Contract, following shall be taken into account:</i></p> <p>(a) <i>Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i></p> <p>(b) <i>Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></p> <p><b>The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.</b></p>
4.	ITB 2.2 to 2.4	<p><b>2. Eligible Bidders</b></p> <p>2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>(a) they have a controlling partner(s) in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy/<b> financial stake</b> from any of them; or</p> <p>(c) they have the same legal representative/<b> agent</b> for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/ authorized representative on behalf of one or more manufacturer(s) or through Licensee - Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure - A (BDS)] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit</p>

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		<p>the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or</p> <p>(f) <b>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</b></p> <p>(g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or</p> <p>(h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.</p> <p><b>2.3</b> In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders</p>								
5.	ITB 2.1, 2.2, 2.3 & 3.2	Replace the word “Employer” with “Employer/Owner”.								
6.	ITB 4.2	Replacing ITB clause 4.2 with the following: The bidder must ensure his registration with POWERGRID on the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> . The said registration shall be Free of Cost.								
7.	ITB 5.1	<p><b>Replace clause ITB 5.1 with the following:</b></p> <p>The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:</p> <p><b>VOLUME – I: Conditions of Contract</b></p> <p>Section I Invitation for Bids (IFB)  Section II Instructions to Bidders (ITB)  Section III Bid Data Sheet (BDS)  Section IV General Conditions of Contract (GCC)  Section V Special Conditions of Contract (SCC)  Section VI Sample Forms and Procedures (FP)</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Form no.</th> <th style="text-align: left;">Description</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Bid Form &amp; Price Schedule</td> </tr> <tr> <td>    1.1</td> <td>Bid Form</td> </tr> <tr> <td>    1.2</td> <td>Price Schedule</td> </tr> </tbody> </table>	Form no.	Description	1.	Bid Form & Price Schedule	1.1	Bid Form	1.2	Price Schedule
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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>2.a Bid Security Form</p> <p>2.b Bid Security Form (<i>For Insurance Surety Bond</i>)</p> <p>3.a Form of Notification by the Employer to the Bank (<i>Applicable for Forfeiture of Bank Guarantee</i>)</p> <p>3.b Form of Notification by the Employer to the Bank (<i>Applicable for conditional claim pending extension of Bank Guarantee by the Bidder</i>)</p> <p>3.c Form for forfeiture of Insurance Surety Bond</p> <p>3.d Form for Conditional Claim Pending Extension in Insurance Surety Bond</p> <p>4. Form of 'Notification of Award of Contract'</p> <p>4(a) Form of 'Notification of Award of Contract' for Supply of Plant and equipment</p> <p>4(b) Form of 'Notification of Award of Contract' for Installation of Plant and equipment</p> <p>5. Form of Contract Agreement</p> <p>5.1 Appendix-1: Terms and Procedures of Payment</p> <p>5.2 Appendix-2: Price Adjustment</p> <p>5.3 Appendix-3: Insurance Requirements</p> <p>5.4 Appendix-4: Time Schedule</p> <p>5.5 Appendix-5: List of Approved Subcontractors</p> <p>5.6 Appendix-6: Scope of Works and Supply by the Employer</p> <p>5.7 Appendix-7: List of Document for Approval or Review</p> <p>5.8 Appendix-8(a): Guarantees, Liquidated Damages for Non-Performance Appendix-8(b): Functional Guarantees</p> <p>5.9 Appendix-9: Contract Co-ordination Procedure</p> <p>5.10 Appendix-10: Break-up of Contract Price for On-Account Payment Purpose</p> <p>5.11 Appendix-11-Integrity Pact</p> <p>5.12 Appendix- 12- Safety Pact</p> <p><b>6.a Form of Performance Security (Owner- POWERGRID)</b></p> <p><del>6.b. Form of performance security – (Owner- TBCB company)</del></p> <p><b>6.c Form of Performance Security (To be submitted by the Contractor opting for submission of Performance Security with Initial Validity of 5 Years in accordance with clause GCC 9.3.1.1) POWERGRID</b></p> <p><del>6.d Form of Performance Security (To be submitted by the Contractor opting for submission of Performance Security with Initial Validity of 5 Years in accordance with clause GCC 9.3.1.1) TBCB company</del></p> <p><b>6.e Performance Security Form (For Insurance Surety Bond) -POWERGRID</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>6.f <del>Performance Security Form (For Insurance Surety Bond) TBCB Company</del></p> <p>6.g Performance Security Form (For Insurance Surety Bond initially valid for 5 Years) (To be submitted by the Contractor opting for submission of Insurance Surety Bond initially valid for 5 Years in accordance with clause GCC 9.3.1.1)- POWERGRID</p> <p>6.g <del>Performance Security Form (For Insurance Surety Bond initially valid for 5 Years) (To be submitted by the Contractor opting for submission of Insurance Surety Bond initially valid for 5 Years in accordance with clause GCC 9.3.1.1) TBCB company</del></p> <p>7a. Bank Guarantee Form for Advance Payment- POWERGRID</p> <p>7b. <del>Bank Guarantee Form for Advance Payment TBCB company</del></p> <p>8. Form of Taking Over Certificate</p> <p>9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract.</p> <p>10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in installments by Employer for performance of its contract.</p> <p>11. Form of Authorization Letter</p> <p>12. Form of Trust Receipt for Plant, Equipment and Materials received</p> <p>13.a Form of Extension of Bank Guarantee</p> <p>13.b Form of Extension of Insurance Surety Bond</p> <p>14. Form of Power of Attorney for Joint Venture</p> <p>15. Form of undertaking by Joint Venture partners</p> <p>16. Format for Evidence of Access to or Availability of Credit/ Facilities</p> <p>17. Form of Operational Acceptance</p> <p>18. Form of Safety Plan to be submitted by the Contractor within thirty(30) days of award of contract.</p> <p>19. Form for Information to be furnished by the Contractor in respect of the Procurement made from MSE Vendors</p> <p>20. FORMAT OF VALUE- ADDITION CERTIFICATE ON HALF-YEARLY BASIS (SEP 30 AND MAR 31), DULY CERTIFIED BY THE STATUTORY AUDITORS OF THE DOMESTIC MANUFACTURER.</p> <p>21: Format of 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron &amp; Steel Products'</p>

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		<p>Form No. 22: Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron &amp; Steel Products to be provided on a non-judicial stamp paper of Rs. 100/-.</p> <p>23. Format of value- addition certificate on half-yearly basis (sep 30 and mar 31), duly certified by the statutory auditors of the domestic manufacturer</p> <p><b>Volume-II:</b> Technical Specifications of all items including Section (Project Rev-00), All indicative drawings of civil &amp; electrical items/Bill of materials.</p> <p><b>Volume-III:</b> Bid Form, Price Schedules &amp; other attachments</p> <p>Attachments in Vol-III of the bid are as below:-</p> <ol style="list-style-type: none"> <li>20. (Declaration of Key Managerial Person and Power of Attorney holder</li> <li>21. Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100</li> <li>23. Compliance related to e-RA</li> <li>24. Declaration by the bidder regarding events encountered pursuant to ITB Clause 2.1)</li> <li>25. Undertaking by the bidder regarding Compliance of DMI&amp;SP policy</li> <li>26. Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) in line with ITB 2.1</li> <li><del>27. Bid security declaration</del></li> <li><del>28. Undertaking regarding submission of original/Hard copy part of the bid.</del></li> <li>29. Declaration by the bidder for 'Code of Integrity for Public procurement.</li> </ol>
8.	ITB 5.4	<p><b>Replacing ITB 5.4 with following:</b></p> <p>All the Bidders except those exempted pursuant to ITB Sub-Clause 5.5 shall submit the non-refundable fee of <b>Rs.25,000/-</b> (Inclusive of GST) towards the cost of Bidding Documents through online payment through POWERGRID ONLINE PAYMENT UTILITY - <a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website <a href="http://www.powergrid.in">www.powergrid.in</a>. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details accordingly.</p>

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		<p>The copy of 'Online Payment Acknowledgement – Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.</p> <p>Bidder's failure to submit non-refundable fee towards the cost of Bidding Documents through an online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 21.1, except as exempted in ITB Sub-Clause 5.5 below, shall lead to outright rejection of the Bid.</p>
9.	ITB 5.5	<p><b>Supplementing ITB 5.5 with the following:</b></p> <p>The Ministry of Micro, Small and Medium Enterprises, vide Gazette Notification S.O. 4926(E) dated 18/10/2022, have notified that in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change. The bidders coming under the ambit of said notification are eligible for benefits as offered to MSEs under the subject package(s). This shall be subject to production of documentary evidence in this regard. The above-mentioned notification shall be applicable to the upward change took place in the status of Udyam Registered enterprises only.</p>
10.	ITB 6.1	<p><b>The Owner is:</b></p> <p><b>M/s Tamil Nadu Transmission Corporation Ltd. (TANTRASNCO), N.P.K.R.R. Maaligai, 144 Anna Salai, Chennai-600002.</b></p> <p><b>The Employer is:</b></p> <p><b>Power Grid Corporation of India Limited, SRTS-II RHQ, Singanayakanahalli, Yelahanka, Bengaluru -560064.</b></p> <p>The GM (C&amp;M), Mobile: +91- 9366839196 / 9449599004</p>

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		Email : <a href="mailto:pidaparthi@powergrid.in">pidaparthi@powergrid.in</a> <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a>
11.	ITB 6.1	<b>Replace line 7 to 10 of para 6.1 as below:</b> The Employer will respond through the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> to any request for clarification or modification of the Bidding Documents that it receives no later than <b>Seven (07)</b> days prior to the original deadline for submission of bids prescribed by the Employer.
12.	ITB 6.4	<b>Supplementing Clause ITB 6.4 with the following:</b>  <b>Venue, date and time for On line Pre-bid Meeting:</b> An Online pre-bid meeting against the package is scheduled on <b>11.05.2026 @11:00AM thro' MS teams' platform</b> . Interested bidders may join the pre-bid meeting: -  <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTIwZDQ3NmEtOWU2YS00ZGE5LWI1YmItYjJkMjNkOWUzMmF1%40thread.v2/0?context=%7b%22Tid%22%3a%227048075c-52c2-4a40-8e7c-5c5a5573c87f%22%2c%22Oid%22%3a%225b611c9e-bc16-4fad-b1f4-112546a9c615%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTIwZDQ3NmEtOWU2YS00ZGE5LWI1YmItYjJkMjNkOWUzMmF1%40thread.v2/0?context=%7b%22Tid%22%3a%227048075c-52c2-4a40-8e7c-5c5a5573c87f%22%2c%22Oid%22%3a%225b611c9e-bc16-4fad-b1f4-112546a9c615%22%7d</a>
13.	ITB 9 (I) (i) & (ii)  ITB 9.1(b) (i) & (ii)	<b>Replace ITB 9 (I) (i) &amp; (ii) / ITB 9.1 (b) (i) &amp; (ii) with following:</b>  i) <b>Online Payment Acknowledgement</b> 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.  ii) Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II.
14.	ITB Cl 9 (I) & 9 (II)	<b>Supplementing ITB 9 (I) as follows in the Section-BDS:</b>  The bid shall be submitted by the Bidder in the following manner:  <b>Bidder(s) shall submit Tender Fee only through POWERGRID ONLINE PAYMENT UTILITY- <a href="https://epay.powergrid.in">https://epay.powergrid.in</a></b>  <b>The documents required to be submitted as part of the Hard Copy Part of the Bid shall be scanned and uploaded as part of the First Envelope in Soft Copy Part of the Bid as per provisions of ITB Clause 9 (II).</b>  All these documents shall however be furnished by the successful bidder(s) at the request of Employer, in original/hard part as per the requirement specified in the bidding documents. <i>Further, no change shall be permitted in the content of the hard copy and earlier submitted scanned copy.</i>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>The bidder shall also submit an undertaking to this effect along with the soft part of the bid as per <b>Attachment-28</b> of the Bidding Documents along with the bid or subsequently pursuant to ITB Clause 21.1.</p> <p>The bidder may also note that the undertaking inter-alia contains a 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.</p> <p>The provisions specified in other clauses of the Bidding Documents shall be read in conjunction with the provisions specified hereinabove.</p>
15.	ITB Clause 9 I (viii) & ITB Clause 9.1 (b) vii	<p><b>Supplementing Sub-Clause ITB 9 I (viii) &amp; 9.1 (b) (vii):</b></p> <p>(a) Bidders shall also submit Affidavit of Self certification regarding Domestic Value Addition in Iron &amp; Steel Products duly signed and stamped on each page.</p> <p>(b) Bidders shall also submit (i) 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 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 MoP order.</p>
16.	ITB 9.2	<p><b>Alternative bids shall not be permitted.</b></p>
17.	ITB 9.3	<p><b>Supplementing ITB clause 9.3 with the following:</b></p> <p>Bidder is required to provide complete and precise information in the bid along with supporting documentary evidences, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient.</p> <p>Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected without any consideration.</p> <p>Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder's responsibility to respond with such clarity that will ensure POWERGRID not to misinterpret the bid.</p>
18.	ITB 9.3 (a)	<p><b><u>Replace ITB clause 9.3(a) with the following:</u></b></p> <p>(a) Attachment 1: <b>Not Applicable</b></p>
19.	ITB 9.3 (c)	<p><b><u>Replace ITB clause 9.3(c) with the following:</u></b></p> <p>(c) <b>Attachment 3:</b> Bidder's Eligibility and Qualifications (<i>Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification.</i>)</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><i>In case of Joint Venture bid, submission of Hard Copy in Original” of the JV Agreement and POA for JV)</i></p> <p>However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer’s tenders <b>for a period of 1 to 3 years</b>, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate <b>inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6.</b></p>
20.	ITB 9.3 (o)	<p><b>Supplementing ITB clause 9.3(o) with the following:</b></p> <p>Integrity Pact (<b>Attachment-14</b>) must be submitted in physical form at the address of the Employer (POWERGRID) given at ITB 6.1 &amp; BDS Sl.no.8.</p>
21.	ITB 9.3 (p)	<p><b>Replacing ITB clause 9.3(p) with the following:</b></p> <p><b>Attachment 15:</b> Option for Interest Bearing Advance(s) (<b>Initial Advance and/or Engineering Advance</b>) and Information for E-payment, PF details and declaration regarding Micro/Small &amp; Medium Enterprises Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below).</p> <p>In this Attachment, the Bidder is required to clearly mention whether the Bidder would opt for Interest bearing <del>initial</del> advance(s) in addition to providing the other information as above.</p>
22.	ITB 9.3 (v), (w), (x), (y), (z), (aa), (bb) & (cc)	<p><b>Added 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(bb) and ITB 9.3(cc) as follows:</b></p> <p>(v) <b>Attachment 21:</b> Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (<i>submission of Hard Copy in ‘Original’</i>), to be submitted on a non-judicial stamp paper of Rs. 100/-.</p> <p>In line with the PPP-MII Order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on a non-judicial stamp paper of Rs. 100/-.</p> <p>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</p>

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		<p>facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.</p> <p>Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/ action of the certificate.</p> <p>(w) <b>Attachment 22:</b> <del>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.</del></p> <p><del>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.</del></p> <p><del>Further, auditor's/ accountant's certificates (as the case may be) 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.</del></p> <p><del>————— The 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.</del></p> <p>(x) <b>Attachment 23:</b> Compliance to process related to the e-RA Terms &amp; Conditions and the Business Rules governing the e-RA.</p> <p>(y) <b>Attachment 24:</b> Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1 (<i>In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture</i>)</p> <p>(z) <b>Attachment 25:</b> Affidavit of Self certification regarding Domestic Value Addition in Iron &amp; Steel Products (submission of Hard Copy in 'Original') to be submitted on a non-judicial stamp paper of Rs.100/-.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Vide Notification dated 8<sup>th</sup> May 2017 and its revision dated 01<sup>st</sup> April 2025 by Ministry of Steel has published “Policy for providing preference to Domestically Manufactured Iron &amp; Steel Products in Government Procurement” (hereinafter <b>DMI&amp;SP policy</b>).</p> <p>The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any.</p> <p>In line with aforesaid policy, the bidder shall submit the Affidavit of self-certification, in original, to POWERGRID declaring that the Iron &amp; Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs,100/-</p> <p>Bidder’s failure to submit the Affidavit of Self certification along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid,</p> <p>Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the CIPP / Integrity Pact signed between the bidder and POWERGRID.</p> <p>(aa) <b>Attachment 26:</b> Certification by the Bidder as per DoE Order in line with ITB Clause 2.1(<i>In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture</i>)</p> <p>(bb) <b>Attachment-28:</b> Undertaking regarding submission of original/Hard copy part of the bid.</p> <p>(cc) <b>Attachment-29 -</b> Code of Integrity for Public procurement (CIPP)</p>
23.	ITB 11.4 (e) to 11.4(m)	Re-number sub-Clauses 11.4(e) to 11.4(m) as 11.4(d) to 11.4(l).
24.	ITB 13.1	<p><b>Supplementing Sub-Clause ITB 13.1 with the following:</b></p> <p><b>Bid Security Amount / EMD shall be ₹.19,23,000/-.</b></p>
24.	ITB 14.2	<p><b>Replace Clause ITB 14.2 with the following:</b></p> <p>In exceptional circumstances, 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.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details									
25.	ITB 15.1 (ii) (a)	<p><b>Replace ITB 15.1 (ii) (a) with following:</b></p> <p>a) Online <b>Payment Acknowledgement</b> towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5.</p>									
26.	ITB 15.1 (ii) (g)	<p><b>Supplementing ITB clause 15.1 (ii)(g) with the following:</b></p> <p>(a) Affidavit of Self certification regarding Domestic Value Addition in Iron &amp; Steel Products duly signed and stamped on each page in line with DMI&amp;SP policy.</p> <p>(b) Affidavit of Self certification regarding Minimum Local Content, if applicable, 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 MoP Order.</p>									
30.	ITB 15.4	<p>Supplementing the List of documents to be scanned &amp; uploaded on the portal mentioned in ITB Clause 15.4 as below:</p> <table border="1" data-bbox="591 1079 1521 1266"> <thead> <tr> <th data-bbox="591 1079 712 1155">S. No.</th> <th data-bbox="712 1079 1089 1155">Description of Documents</th> <th data-bbox="1089 1079 1521 1155">Name of File to be uploaded on the portal</th> </tr> </thead> <tbody> <tr> <td data-bbox="591 1155 712 1224">.....</td> <td data-bbox="712 1155 1089 1224">.....</td> <td data-bbox="1089 1155 1521 1224">.....</td> </tr> <tr> <td data-bbox="591 1224 712 1266">23.</td> <td data-bbox="712 1224 1089 1266">Other Documents</td> <td data-bbox="1089 1224 1521 1266">other.pdf</td> </tr> </tbody> </table>	S. No.	Description of Documents	Name of File to be uploaded on the portal	.....	.....	.....	23.	Other Documents	other.pdf
S. No.	Description of Documents	Name of File to be uploaded on the portal									
.....	.....	.....									
23.	Other Documents	other.pdf									
31.	ITB 16.1	<p><b>Replace ITB clause 16.1 with the following:</b></p> <p>The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1 &amp; 15.4 above read in conjunction with ITB Clause 9 (I)) and submit the hard copy of Online Payment Acknowledgement towards Bidding Document fee or documentary evidence in support of exemption of Document fee (as applicable), Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement (as applicable), Power of Attorney of Joint Venture Agreement (as applicable) etc. (refer para 15.1 above), duly marked First Envelope (Techno - Commercial Part) in the following manner.</p> <p><b>Envelope-1:</b> Online Payment Acknowledgement towards Bidding Document fee/ documentary evidence in support of exemption of Bidding Document fee.</p>									

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><b>Envelope - 2:</b> Integrity Pact</p> <p><b>Envelope - 3:</b> Power of Attorney, Joint Venture Agreement (as applicable), Power of Attorney of Joint Venture Agreement (as applicable) and any other documents as required (refer para 15.1 above).</p> <p><b>Envelope -4:</b> Safety Pact</p> <p><b>Envelope-5</b> Affidavit signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director and attested/ notarized by a Magistrate/ Notary for correctness of all the information/details/data/documentary evidences etc. as submitted by the bidder are correct</p> <p><b>Envelope-6:</b> Affidavit of Self certification regarding Domestic Value Addition in Iron &amp; Steel Products in line with DMI&amp;SP policy, Affidavit of Self certification regarding Minimum Local Content under PPP-MII Order and MoP order, if applicable.</p> <p>The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.</p>
32.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, 18.1, and ITB 20.1	<p><b>Supplementing ITB Clauses 16.2 (a), 16.2 (b), 17.1, 18.1 and 20.1 as follows:</b></p> <p><b><u>The deadline for soft copy part of the bid submission is</u></b></p> <p><b>Date: 26.05.2026 Time: 11:00 Hrs. [Indian Standard Time].</b></p> <p><b>Bid submission timelines will be defined as per the e-Procurement server clock only.</b></p> <p><b><u>Deadline for submission of Hard copy of Documents: NOT APPLICABLE (refer ITB Clause 9(I))</u></b></p> <p><b><u>Address for submission of Hard copy of Documents:</u></b></p> <p>Address in Person or by Post:</p> <p>GM (C&amp;M),  <b>Power Grid Corporation of India Limited,</b>  Southern Region Transmission System-II (SRTS-II)</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Near RTO driving test track, Singanayakanahalli, Yelahanka Hobli, Bengaluru - 560064, Karnataka</p> <p><b>(a) Bid Title:</b></p> <p>..... (insert Name of the Package &amp; Specification No.) .....</p> <p><b><u>FIRST ENVELOPE</u></b></p> <p>(a) Do not open before 11:30 hours (Indian Standard Time) on <b>28.05.2026</b>.</p> <p><b><u>Address for Bid Opening:</u></b></p> <p><b>Power Grid Corporation of India Limited,</b> Southern Region Transmission System-II (SRTS-II) Near RTO driving test track, Singanayakanahalli, Yelahanka Hobli, Bengaluru - 560064, Karnataka</p> <p><b>Time and date for Bid Opening - First Envelope:</b></p> <p><b>Date: 28.05.2026 Time: 11:30 Hrs. onwards [Indian Standard Time].</b></p>
33.	ITB 16.3	<p><b>Replace ITB clause 16.3 with the following:</b></p> <p>Online Payment Acknowledgement towards Bidding Document or documentary evidence in support of exemption of Document fee, Integrity Pact in original and the Safety Pact in original etc. shall be submitted in separate superscribed envelopes, One for Integrity Pact and one for Safety Pact etc. as per ITB Cl. 16.1) as per ITB Clause 9 (I) .Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope. All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."</p>
34.	ITB 17.1	<p><b>Replace existing ITB clause 17.1 with the following:</b></p> <p>Soft copy of the bid shall be uploaded through the portal <a href="https://etender.powergrid.in">https://etender.powergrid.in</a> at or before the submission time and date as stipulated in the bidding document. Hard copy of Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement &amp; Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) (as applicable), JDUs (as applicable), other documents as mentioned in ITB; and Affidavit for correctness, Affidavit of Self certification regarding Domestic Value Addition in Iron &amp; Steel Products in line with DMI&amp;SP</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		policy, Affidavit of Self certification regarding Minimum Local Content under PPP-MII order and MoP Order, if applicable, must be received by the Employer at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the BDS. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.
35.	ITB 17.2.1	<p><b>Supplementing ITB clause 17.2.1 with the following:</b></p> <p><b>The e-mail IDs are as follows:</b></p> <p><a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a>;  <a href="mailto:pidaparthi@powergrid.in">pidaparthi@powergrid.in</a>;</p>
36.	ITB 18.1	<p><b><u>Replace the clause ITB 18.1 with the following:</u></b></p> <p>The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system would not allow any late submission of bids through the portal after due date &amp; time as specified in BDS.</p>
37.	ITB 19.4	<p><b><u>Replace Clause ITB 19.4 with the following:</u></b></p> <p>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 <b><u>Future packages</u></b> being considered non-responsive, pursuant to ITB Sub-Clause 13.6.</p>
38.	ITB 20.1	<p><b><u>Replace the clause ITB 20.1 with the following:</u></b></p> <p>The Employer will open the First Envelope i.e. Techno – Commercial Part privately, including withdrawals and modifications made pursuant to ITB Clause 19. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.</p>
39.	20.3	<p><b><u>Replace the clause 20.3 with the following:</u></b></p> <p>Opening of bid by the Employer, whether or not accompanied with the bid security and/ or Integrity Pact and/or Safety Pact, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in Section-II.</p> <p>On behalf of Employer, the Integrity Pact and Safety Pact will be signed by its representative. One original of the Integrity Pact and Safety Pact will be retained by Employer and the other original will be returned to the Bidders by post/courier.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
40.	ITB 20.4	ITB Sub-clause 20.4 stands deleted.
41.	21.1	<p><b>Replacing first Para of ITB clause 21.1 with the following:</b></p> <p>During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t), (u), (v), (w), (x), (y), (z), (aa), (bb) and (cc) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) &amp; (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5, documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 07 (Seven) working day's notice to rectify/furnish such documents, failing which the bid shall be rejected.</p> <p><i>Following sub clause is added to the ITB Cl 21.1</i></p> <p><i>So far as the submission of documents is concerned with regard to technical experience of the qualification criteria, only related shortfall documents will be asked for and considered. For example, if the bidder has submitted a supply /work order without its completion/performance certificate, related documents such as completion certificate / detailed BOQ etc. to the initially submitted supply/work order only shall be asked for and considered. However, no new work order / completion certificate submitted during post-bid clarifications shall be considered for evaluation of the bids.</i></p> <p><i>In case the QR data/documents of the bidders for QR compliance relate to POWERGRID's projects or the information is already available with POWERGRID, the same shall be considered for the bidder's QR compliance whether or not declared in the bid.</i></p> <p>In case of non-submission of documents related to/identified in <b>Attachment-11</b> {'Information regarding ex-employee(s) of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard. The request for clarification and the response shall</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
42.	ITB 22.3.1	<b>Replace Clause ITB 22.3.1 with the following:</b> Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5 (Contractor’s Responsibilities), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 39 (Arbitration), 40 (Conciliation) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.
43.	ITB 23.2	<p><b>Supplement ITB clause 23.2 with the following:</b></p> <p>23.2.1 The award of contracts shall be further restricted to the Balance Bid Capacity (i.e., Bid Capacity net of works under execution), as declared by the bidder itself in its bid as per clause ITB 23.2.1.1 below.</p> <p>23.2.1.1 Pursuant to clause ITB 23.2.1, the award of contract on a bidder shall be further restricted based on Balance Bid Capacity of a Bidder. The Balance Bid Capacity shall be based on declaration by Power of Attorney Holder and KMP of the bidder in the bid based on the following formulae:</p> <p style="text-align: center;"><b>Balance Bid Capacity (in Rs) = 3T-B, where</b></p> <p>T= <b>Maximum value of Transmission &amp; Distribution (T&amp;D) works (including substation, transmission lines, distribution for all verticals), executed in any one financial year during the last 05 financial years taking into account the completed as well as the works in progress</b></p> <p>B = Value of existing commitments and ongoing similar works yet to be completed as on the 1<sup>st</sup> date of quarter of the financial year in which the bids are opened.</p> <p><del>For packages under TBCB, 40 % of the corresponding figure/value of the package shall be considered for analyzing available Bid Capacity till POWERGRID emerges as the successful bidder of the TBCB project. Thereafter, 100 % of such value shall be considered for analyzing the available Bid Capacity.</del></p> <p>23.2.1.2 The Employer may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate.</p> <p>23.2.1.3 In case of Joint Venture bids, the requirements specified in the Qualification Requirement for the individual partner(s) shall be taken into account for the above purpose. Further, the</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details						
		<p>balance requirement of MAAT and Bid Capacity of the package (s), specified to be met by the Joint Venture cumulatively shall be apportioned to each of the partners in the ratio of the specified requirements for individual partner(s), however, in case of shortfall, if any, the available AAT and Bid Capacity of any of the partners shall be taken into account.</p> <p>23.2.2 Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.</p> <p>For the above purpose, the bidder (<i>All partners of the Joint Venture in case of Joint Venture bids</i>) shall also submit a declaration in <b>Attachment-24</b>.</p> <p>23.2.3 Notwithstanding the declaration by the bidder as above, the Bid Capacity shall be subject to assessment, if any, by the Employer.</p> <p>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 Employer’s tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.</p>						
44.	ITB 24.1 (c)	<p>The Time for Completion shall be as under:</p> <table border="1" data-bbox="589 1287 1523 1707"> <thead> <tr> <th data-bbox="589 1287 1154 1398">Description</th> <th data-bbox="1154 1287 1523 1398">Duration in Months from the date of Notification of Award (NOA)</th> </tr> </thead> <tbody> <tr> <td data-bbox="589 1398 1154 1472">Taking Over by the Employer upon successful Completion of</td> <td data-bbox="1154 1398 1523 1472"></td> </tr> <tr> <td data-bbox="589 1472 1154 1707">“Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur HVAC POWERGRID S/S under consultancy services to TANTRANSCO”</td> <td data-bbox="1154 1472 1523 1707"><b>11 (Eleven) months</b></td> </tr> </tbody> </table>	Description	Duration in Months from the date of Notification of Award (NOA)	Taking Over by the Employer upon successful Completion of		“Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur HVAC POWERGRID S/S under consultancy services to TANTRANSCO”	<b>11 (Eleven) months</b>
Description	Duration in Months from the date of Notification of Award (NOA)							
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“Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur HVAC POWERGRID S/S under consultancy services to TANTRANSCO”	<b>11 (Eleven) months</b>							
45.	ITB 27.2	<p><b><u>Replace last para of Clause ITB 27.2 with the following:</u></b></p> <p>If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected, Bid security will be forfeited and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.6.</p>						

Sl. No.	ITB Clause Ref. No.	Bid Data Details
46.	ITB 27.4 (b)	Deleted as Functional Guarantees are not applicable.
47.	ITB 27.4(c)	<p><b>Replace the existing provisions with the following:</b></p> <p>(c) the performance of the equipment's offered.</p> <p>Bidder shall confirm the guaranteed performance or efficiency in response to the Technical Specifications. Plant &amp; Equipment offered shall have a minimum (or maximum, as the case may be) level of performance guarantees specified in Technical Specification to be considered responsive. Bids offering Equipment's with a performance less than the specified may be rejected.</p>
48.	ITB 27.5 (b)	Deleted as Functional Guarantees are not applicable.
49.	ITB 27.5 (c)	<p><b><u>Supplementing Clause ITB 27.5(c) with the following in BDS:</u></b></p> <p>For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the Equipment(s) is applicable. However, the provision of Technical Specification, Volume-II of the Bidding Documents and Clause ITB 27.4 (c) shall prevail.</p>
50.	ITB 28.1	<p><b><u>Supplementing Sub Clause ITB 28.1 with the following:</u></b></p> <p>No purchase preference is presently applicable for the Plant and Equipment to be supplied under the Contract.</p>
51.	ITB 28.2	<p><b><u>Add a new Sub Clause ITB 28.2 as under:</u></b></p> <p>No margin of domestic preference will be allowed in evaluation and comparison of bids.</p>
52.	ITB 29	<p><b><u>Replacing ITB clause 29</u></b></p> <p>29. e-Reverse Auction (e-RA).</p> <p>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).</p> <p>The Indicative Estimated Cost for e-RA for the package is INR ₹ <b>11,34,51,258</b> /- (Incl. GST)</p> <p>Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice are enclosed at <b>Annexure-C(BDS)</b>.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<b>Note:-</b> POWERGRID shall conduct e-Reverse Auction (e-RA) on the same PRANIT Portal, utilized for bidding the subject package. PRANIT portal shall be the authorized portal for e-RA.
53.	ITB 31.2	<p><b>Replace Clause ITB 31.2 with the following:</b></p> <p>The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid.</p> <p>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 <b>the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.6.</b></p> <p>Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.</p>
54.	ITB 35.2	<p><b>Replace Clause ITB 35.2 with the following:</b></p> <p>Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award with forfeiture of Bid security and and the <b>bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.6</b>, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.</p>

**Note-** At the time of submission of the bid, Bidders are required to make sure that:

1. The First Envelope excel with file named “**Bid Form and first envelope**” attached at **Vol-III** must be uploaded along with the bid.
2. The Second Envelope excel with file name as indicated on the RFX Parameters section under RFX information on the portal <https://etender.powergrid.in> must be uploaded 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) --