

SECTION - III

BID DATA SHEETS (BDS)

Name of the Package: Construction of 1 no. 400kV line bay (Bus Section-1) at Mandsaur S/s for 600MW RPP of M/s Sprng Green Energy 2 Pvt. Ltd. and 1 no. 220kV line bay (Bus Section-1) at Mandsaur S/s for 200MW RHGS of M/s Hexa Climate Solutions Pvt. Ltd. for providing connectivity to RE generation projects at Mandsaur PS.

Tender Enquiry No :WR2/NT/W-AIS/DOM/G01/26/07696 -SRM RFX - 5002005414

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):

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	The Owner for Construction of 1 no. 400kV line bay (Bus Section-1) at Mandsaur S/s for 600MW RPP of M/s Sprng Green Energy 2 Pvt. Ltd. and 1 no. 220kV line bay (Bus Section-1) at Mandsaur S/s for 200MW RHGS of M/s Hexa Climate Solutions Pvt. Ltd. for providing connectivity to RE generation projects at Mandsaur PS. . is: Power Grid Corporation of India Ltd

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>The procurement activities in respect of the aforesaid Projects has been entrusted to Power Grid Corporation of India Ltd. (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 (hereinafter referred to as 'POWERGRID').</p> <p>Also, during execution of the Contract(s) for the subject Package, certain post award activities such as engineering, quality assurance & inspection, project monitoring, payment processing etc. shall be carried out by POWERGRID . POWERGRID will also be referred to as the "Employer" wherever context requires so.</p> <p>Kind Attn.:</p> <p>DGM(C&M) Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya ,Sama Savli Road, Vadodara - 390024.</p> <p>E-Mail : neelanjana@powergrid.in Mobile: 9724343775</p>
2.	General	<p>Bidder shall quote the prices in attachment named "Price_Schedule.xlsx" only. If prices against any item in the attachment is not filled then it shall be deemed included in other items. The bid submitted without quoting prices/without attaching "Price_Schedule.xlsx" shall be outright rejected.</p> <p>In case of discrepancy in price quoted in "Price_Schedule.xlsx" & the price filled at e-tender portal, then prices filled in "Price_Schedule.xlsx" shall be considered for evaluation.</p>
3.	ITB 1.1	<p>The Employer is:</p> <p>Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya ,Sama Savli Road,</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Vadodara – 390024</p> <p>Kind Attn.:</p> <p>DGM(C&M) Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya ,Sama Savli Road, Vadodara – 390024. Mobile: 9724343775</p> <p>E-Mail : neelanjana@powergrid.in manuji@powergrid.in cnmwr2@powergrid.in</p>
4.	ITB 2.1	
5.	ITB 5.1	<p>Replace last line as per following:</p> <p>1) Volume – III: Bid Form & Price Schedules</p> <p>2) 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>Section VI Sample Forms and Procedures (FP) </p> <p>7a. Bank Guarantee Form for Advance Payment 7b. Surety Bond Form for Advance Payment</p>
6.	ITB 5.1	<p>Insert the following after Sl. No. 19</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 (to be submitted during contract execution).</p> <p>21. Format of Authorization Certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>22. Format of Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products</p> <p>23. Attachment -20 - Declaration of Key Managerial Person and Power of Attorney holder</p> <p>24. Attachment -21 - Format for Affidavit of Self certification regarding Local Content</p> <p>25. Attachment -22 - Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content</p> <p>26. Attachment -23 - Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA</p> <p>27. Attachment -24 - Declaration by the bidder regarding events</p> <p>28. Attachment -25 - Undertaking by the bidder regarding Compliance of DMI & SP policy</p> <p>29. Attachment -26 - Certification by the Bidder per DoE Order</p> <p>30. Attachment -27 - Bid-Securing Declaration</p> <p>31. Attachment -28 - Undertaking regarding submission of original/Hard copy part of the bid</p> <p>32. Attachment -29 - Undertaking reg GCC & SCC</p> <p>33. First_Envelope_and_Bid_Forms</p> <p>34. Format of Ex Employee Declaration</p> <p>35. Format for CIPP</p>
7.	ITB 5.4	<p>Supplementing Sub Clause 5.4:</p> <p>The nonrefundable fee towards the cost of Bidding Documents</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		shall be Rs.25000/-
8.	ITB 5.5	<p>Supplementing ITB 5.5 with the following:</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.</p> <p>The above-mentioned notification shall be applicable to the upward change took place in the status of Udyam Registered enterprises only.</p>
9.	ITB 6.1	<p>Address of the Employer:</p> <p>DGM(C&M) Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya ,Sama Savli Road, Vadodara - 390024.</p> <p>E-Mail : neelanjana@powergrid.in Mobile: 9724343775</p>
10.	ITB 6.1	<p>Replace line 9 to 14 of para 6.1 as below:</p> <p>The Employer will respond through the portal https://etender.powergrid.in to any request for clarification or modification of the Bidding Documents that it receives no later than Seven (07) days prior to the original deadline for submission of bids prescribed by the Employer.</p>
11.	ITB 6.4	<p>Supplementing Clause ITB 6.4 with the following:</p> <p><u>Venue, date and time for Pre-bid Meeting:</u></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Power Grid Corporation of India Ltd., 4th Floor conference room Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya ,Sama Savli Road.</p> <p>Or Interested bidder may join meeting in online mode also via joining following link:-</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWFjNjIxMmMtZWVIMC00NjNkLWJiMDItMzk4ZWRkYmEyZjll%40thread.v2/0?context=%07b%22Tid%22%3a%227048075c-52c2-4a40-8e7c-5c5a5573c87f%22%2c%22Oid%22%3a%22f28fc75e-bc28-4d94-9d50-67c5f40c3823%22%7d</p> <p>A pre-bid meeting against the package is scheduled on 09.06.2026. Interested bidders may join the pre-bid meeting.</p> <hr/> <p>Date of pre-bid conference: 09.06.2026 Time: 1130 Hrs. (IST) onwards.</p> <p>Kind Attn.: DGM(C&M) Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya ,Sama Savli Road, Vadodara - 390024. E-Mail : neelanjana@powergrid.in Mobile: 9724343775</p>
12.	ITB Clause 9 (I)	<p>Supplementing ITB 9 (I) as follows in the Section-BDS:</p> <p>The bid shall be submitted by the Bidder in the following manner:</p> <p>Bidder(s) shall submit Tender Fee only through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>The documents required to be submitted as part of Hard Copy Part of the Bid shall be scanned and uploaded as part of First Envelope in Soft Copy Part of the Bid as per provisions of ITB Clause 9 (II).</p> <p>All these documents shall however be furnished by the successful bidder(s) at request of Employer, in original/hard part as per requirement specified in the bidding documents. Further, no change shall be permitted in the content of hard copy and earlier submitted scanned copy. Bidder shall also submit an undertaking to this effect along with the soft part of the bid as per Attachment-30 of the Bidding Documents along with the bid or subsequently pursuant to ITB Clause 21.1. Bidder may also note that the undertaking inter-alia contains provision to the extent that non-submission of these documents as above shall be considered as withdrawal of the bid and would be treated accordingly.</p> <p>The provisions specified at other clauses of the Bidding Documents shall be read in conjunction with the provisions specified hereinabove.</p>
13.	ITB Clause 9 I (viii) & ITB Clause 9.1 (b) vii	<p>Supplementing Sub-Clause ITB 9 I (viii) & 9.1 (b) (vii):</p> <p>(a) 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>
14.	ITB 9.2	<p>Alternative bids shall not be permitted.</p>
15.	ITB 9.3	<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>

Sl. No.	ITB Clause Ref. No.	Bid Data Details	
		Sr. No.	Event Period for which bid(s) shall be considered as non-responsive/ not eligible
		1.	Termination# of Contract due to Contractor's default 1 year
		2.	Encashment of CPG due to non-performance\$ 1 year
		3.	Repeated failure of major Equipment while in service 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
		<p># Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination</p>	
		<p>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>	
		<p>*For the purpose of working out 50% of the Contract, following shall be taken into account:</p>	

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</p> <p>(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</p> <p>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.</p>
16.	ITB 9.3 (a)	<p>Replace ITB clause 9.3(a) with the following:</p> <p>(a) Attachment 1: Not Applicable</p>
17.	ITB 9.3 (c)	<p>Replace ITB clause 9.3 (c) with the following:</p> <p>(c) Attachment 3: Bidder's Eligibility and Qualifications <i>(Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification. In case of Joint Venture bid, submission of Hard Copy in „Original“ of the JV Agreement and POA for JV)</i></p> <p>.....</p> <p>.....</p> <p>However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6.</p> <p>[Note I. In the event, the Bidder is not able to furnish the above information of its own (i.e., separate),.....</p> <p>.....</p> <p>.....</p>
18.	ITB 9.3 (p)	<p>Replacing ITB clause 9.3(p) with the following:</p> <p>Attachment 15: Option for Interest Bearing Advance(s)</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>(Initial Advance and/or Engineering Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises</p> <p>Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below).</p> <p>In this Attachment, the Bidder is required to clearly mention whether the Bidder would opt for Interest bearing initial advance(s) in addition to providing the other information as above.</p>
19.	ITB 9.3 (v), (w), (x), (y), (z), (aa), (bb) & (cc)	<p>Add new Clauses ITB 9.3(v), ITB 9.3(w), ITB 9.3 (x), ITB 9.3 (y), ITB 9.3 (z), ITB 9.3(aa), ITB 9.3(bb) and ITB 9.3(cc) as follows:</p> <p>(v) Attachment 21: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (submission of Hard Copy in 'Original'), to be submitted on a non-judicial stamp paper of Rs. 100/-.</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 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) Attachment 22: Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>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.</p> <p>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.</p> <p>Further, auditor's/ accountant's certificates (as the case may be) submitted by the Bidder may be may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.</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>(x) Attachment 23: Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA.</p> <p>(y) Attachment 24: Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1 (In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture)</p> <p>(z) Attachment 25: Undertaking by the bidder regarding Compliance of DMI&SP policy</p> <p>Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" (hereinafter DMI&SP policy).</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any.</p> <p>In support of the adherence, the bidder shall furnish in its bid an Undertaking declaring that bidder shall comply with the requirement of DMI&SP policy including its subsequent amendments issued from time to time. Further, bidder shall undertake that in case of award, requisite Affidavit of self-certification regarding Domestic Value Addition and/or Authorization certificate from the domestic manufacturer/ supplier of iron and steel products (<i>whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time</i>) included in the BoQ/ scope of the package shall be submitted by bidder to Employer before supply of the said iron and steel products required under the contract.</p> <p>Bidder's failure to submit the 'Undertaking by the bidder regarding Compliance of DMI&SP policy' along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.</p> <p>Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and POWERGRID.</p> <p>(aa) Attachment 26: 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) Attachment 27: Bid Securing Declaration to be submitted by the Bidder.</p> <p>(cc) Attachment-28: Undertaking regarding submission of original/Hard copy part of the bid</p>
20.	ITB 11.4(e) to 11.4(m)	Renumber sub-Clauses 11.4(e) to 11.4(m) as 11.4(d) to 11.4(l).

Sl. No.	ITB Clause Ref. No.	Bid Data Details
21.	ITB 13.1	<p>Replace Clause ITB 13.1 with the following:</p> <p>All the Bidders shall submit as part of their bid, a Bid Securing Declaration in Attachment-27 of the Bid Forms.</p>
22.	ITB 13.2	<p>Replace Clause ITB 13.1 with the following:</p> <p>The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in BDS or a bank guarantee from a reputed bank selected by the bidder or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The format of the bank guarantee/ Insurance Surety Bond shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall be valid upto date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-Clause 14.2</p>
23.	ITB 13.3	<p>Replace Clause ITB 13.3 with the following:</p> <p>Bidder's failure to submit an acceptable Bid Securing Declaration along with the bid or subsequently pursuant to ITB Clause 21.1, shall lead to his bid being considered nonresponsive in line with ITB Sub-Clause 22.4. The Bid Securing Declaration of a joint venture must be in the name of all the partners in the joint venture submitting the bid.</p>
24.	ITB 13.4 and 13.5	Deleted
25.	ITB 13.6	<p>Replace Clause ITB 13.6 with the following:</p> <p>In case of dishonouring the conditions of Bid Securing Declaration as given below, the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.</p> <p>a. if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or</p> <p>b. In case the Bidder does not withdraw the deviations</p>

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		<p>proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - Declaration of the Bid; or</p> <p>c. If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or</p> <p>d. If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or</p> <p>e. in the case of a successful Bidder, if the Bidder fails within the specified time limit</p> <p>(i) to sign the Contract Agreement, in accordance with ITB Clause 34, or</p> <p>to furnish the required performance security(ies), in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.</p>
26.	ITB 13.7	Deleted
27.	ITB 14.2	<p>Replace Clause ITB 14.2 with the following:</p> <p>In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.6 shall not be applicable A Bidder granting the request will not be required or permitted to modify its bid.</p>
28.	ITB 15.1 (ii) (g)	<p>Supplementing ITB clause 15.1 (ii)(g) with the following:</p> <p>(a) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each</p>

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		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.
29.	ITB 16.1	<p>Supplementing Envelope-4 of ITB 16.1 with the following:</p> <p>Affidavit of Self certification regarding Minimum Local Content under PPP-MII Order and MoP Order, if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII Order and MoP Order, if applicable.</p>
30.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, 18.1, and ITB 20.1	<p>Supplementing ITB Clauses 16.2 (a), 16.2 (b), 17.1 and 20.1 as follows:</p> <p>The deadline for <u>Soft copy part of the bid submission</u> is</p> <p>As per RFX on PRANIT portal [Indian Standard Time].</p> <p>Bid submission timelines will be defined as per the e-Procurement server clock only.</p> <p><u>Address for Bid Opening:</u> DGM(C&M) Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya ,Sama Savli Road, Vadodara - 390024. TeleFax: 0265-2577514 E-Mail : neelanjana@powergrid.in Mobile: 9724343775</p> <p>Time and date for Bid Opening - First Envelope:</p> <p>As per RFX on PRANIT portal [Indian Standard Time].</p>

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31.	ITB 17.1	<p>Supplementing ITB clause 17.1 with the following:</p> <p>Hard copy of DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5, Joint Deed of Undertaking/ Undertaking, duly signed and stamped on each page in original, if applicable, Affidavit of Self certification regarding Minimum Local Content under PPP-MII order and MoP Order, if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII order and MoP Order, if applicable, 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.</p>
32.	ITB 17.2.1	<p>Supplementing ITB clause 17.2.1 with the following:</p> <p>The e-mail IDs are as follows:</p> <p>neelanjana@powergrid.in</p>
33.	ITB 19.2	<p><u>Replace the clause ITB 19.2 with the following:</u></p> <p>The Bidder's modifications shall be done and submitted as follows: (i) VOID (ii) Soft copy of the entire bid if any modification is there.</p>
34.	ITB 19.4	<p>Replace Clause ITB 19.4 with the following:</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 future packages being considered non-responsive, pursuant to ITB Sub-Clause 13.6.</p>
35.	ITB 21.1	<p>Replacing first Para of ITB clause 21.1 with the following:</p> <p>During bid evaluation, the Employer may, at its discretion, ask</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>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) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5, documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p),required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.</p>
36.	ITB 22.3.1	<p>Replace Clause ITB 22.3.1 with the following:</p> <p>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.</p>
37.	ITB 23.2	<p>Replace Clause ITB 23.2 with the following:</p> <p>The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Employer</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of Annexure -A (BDS).</p> <p>The determination will also take into account the history of accidents in which the Bidder is involved in the contracts with the Employer as under:</p> <p>Subsequent to Bidder's involvement in two cumulative fatal accidents during any financial year, bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder for three(03) packages, whose actual date of bid opening falls after the date of the second fatal accident shall be considered non-responsive.</p> <p>Subsequent to Bidder's involvement in three cumulative fatal accidents during any financial year, bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder for five(05) packages whose actual date of bid opening falls after the date of the third fatal accident shall be considered non-responsive.</p> <p>If there is re-occurrence of fatal accidents after the third fatal accident during the financial year, bids submitted by such bidder for all packages whose date of bid opening, originally scheduled and/or actual, falls within the one year reckoned from the date of the last fatal accident, shall be considered non-responsive.</p> <p>For the aforesaid purpose, the count for number of fatal accidents shall be financial year wise (year ending March). The Employer shall be the sole judge in this regard.</p> <p>Further, the count of bids for five (05) packages to be considered non-responsive on account of occurrence of third fatal accident shall be subsequent to the count of bids for three (03) packages to be considered non-responsive on account of occurrence of second fatal accident. However, once the bids are considered non-responsive for one year reckoned from the date of re-occurrence of fatal accidents after the third fatal accident, the provisions for non-responsiveness due to second/third fatal accident shall be superseded by the aforesaid.</p> <p>Non-reporting of any accident to the Employer in any ongoing</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such bidders as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Bidder.</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by partner(s) of the JV who was responsible for the execution of the said works as per their scope under the Contract.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred.</p> <p>In case of the bidder's failure to submit its Board Resolution, after review of fatal accidents in any on-going Contracts with the Employer, along with the action plan for avoidance of such incidences to the Employer and/or in case the CEO of the Bidder does not apprise the POWERGRID APEX SAFETY BOARD of the cause of Fatal accident and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of fatal accidents plus the extended period of 4 weeks as brought out in GCC, their bids shall be treated as non-responsive till completion of the above actions.</p>
38.	ITB 23.2.1 to ITB 23.2.6	<p>Supplement ITB clause 23.2 with the following:</p> <p>23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the annualized requirement which corresponds to various packages to be considered for award [shall mean the package(s) for which award has been placed on that Bidder/ Bidder is under the zone of consideration for</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>award of the package(s)] during such Financial Year (i.e. April to March), shall not exceed 1.5 (one and half) times the Average Annual Turnover (AAT) of the Bidder worked out in the manner as specified in Qualification Requirement for the Bidder (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents):</p> <p>However, the award of contracts as above shall be further restricted to the Balance Bid Capacity (i.e., Bid Capacity net of works under execution), as declared by the bidder itself in its bid as per clause ITB 23.2.1.1 below.</p> <p>23.2.1.1 Pursuant to clause ITB 23.2.1, the award of contract on a bidder shall be further restricted based on Balance Bid Capacity of a Bidder. The Balance Bid Capacity shall be based on declaration by Power of Attorney Holder and KMP of the bidder in the bid based on the following formulae:</p> <p>Balance Bid Capacity (in Rs) = 3T-B, where</p> <p>T = Maximum value of Transmission & Distribution (T&D) works (including substation, transmission lines, distribution for all verticals), executed in any one financial year during the last 5 financial years taking into account the completed as well as the works in progress.</p> <p>B = Value of existing commitments and ongoing similar works yet to be completed as on the 1st date of quarter of the financial year in which the bids are opened.</p> <p>23.2.1.2 The Employer may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate.</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>

Sl. No.	ITB Clause Ref. No.	Bid Data Details						
		<p>For the above purpose, the bidder shall also submit a declaration in Attachment 25.</p> <p>23.2.3 VOID.</p> <p>23.2.4 Notwithstanding the declaration by the bidder as above, the Bid Capacity/ Manufacturing Capacity shall be subject to assessment, if any, by the Employer.</p> <p>23.2.5 The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any misrepresentation of facts, submission of false and/ or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate</p>						
39.	ITB 24.1 (c)	<p>The Time for Completion shall be as under:</p> <table border="1" data-bbox="561 1062 1495 1759"> <thead> <tr> <th data-bbox="561 1062 1192 1255">Description</th> <th data-bbox="1195 1062 1495 1255">Duration in Months from the date of Notification of Award</th> </tr> </thead> <tbody> <tr> <td data-bbox="561 1255 1192 1369">Taking Over by the Employer upon successful Completion of</td> <td data-bbox="1195 1255 1495 1369"></td> </tr> <tr> <td data-bbox="561 1369 1192 1759">Name of the Package: Construction of 1 no. 400kV line bay (Bus Section-1) at Mandsaur S/s for 600MW RPP of M/s Sprng Green Energy 2 Pvt. Ltd. and 1 no. 220kV line bay (Bus Section-1) at Mandsaur S/s for 200MW RHGS of M/s Hexa Climate Solutions Pvt. Ltd. for providing connectivity to RE generation projects at Mandsaur PS.</td> <td data-bbox="1195 1369 1495 1759"> i) 20 Months for 220 kV Bays ii) 38 Months for 400 kV Bays </td> </tr> </tbody> </table>	Description	Duration in Months from the date of Notification of Award	Taking Over by the Employer upon successful Completion of		Name of the Package: Construction of 1 no. 400kV line bay (Bus Section-1) at Mandsaur S/s for 600MW RPP of M/s Sprng Green Energy 2 Pvt. Ltd. and 1 no. 220kV line bay (Bus Section-1) at Mandsaur S/s for 200MW RHGS of M/s Hexa Climate Solutions Pvt. Ltd. for providing connectivity to RE generation projects at Mandsaur PS.	i) 20 Months for 220 kV Bays ii) 38 Months for 400 kV Bays
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40.	ITB 27.2	Replace last para of Clause ITB 27.2 with the following:						

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.6.
41.	ITB 27.4 (b)	Deleted as Functional Guarantees are not applicable.
42.	ITB 27.4 (c)	<p>Replace the existing provisions with the following:</p> <p>the performance of the equipment's offered.</p> <p>Bidder shall confirm the guaranteed performance or efficiency in response to the Technical Specifications. Plant & 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 Equipments with a performance less than the specified may be rejected.</p>
43.	ITB 27.5 (b)	Deleted as Functional Guarantees are not applicable.
44.	ITB 27.5 (c)	<p>Supplementing Clause ITB 27.5(c) with the following in BDS:</p> <p>For the purpose of evaluation, no adjustment to the bid price towards performance guarantees is applicable.</p>
45.	ITB 28.1	<p>Supplementing Sub Clause ITB 28.1 with the following:</p> <p>No purchase preference is presently applicable for the Plant and Equipment to be supplied under the Contract.</p>
46.	ITB 28.2	<p>Add a new Sub Clause ITB 28.2 as under:</p> <p>No margin of domestic preference will be allowed in evaluation and comparison of bids.</p>
47.	ITB 29	<p>Replacing ITB clause 29</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</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>indicated at Annexure-B(BDS).</p> <p>For the purpose of the aforesaid, the 'Indicative Estimated Cost for e-RA' is Rs. 14.46 Crores including GST.</p> <p>Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at Annexure-C(BDS).</p>
48.	ITB 31.2	<p>Replace Clause ITB 31.2 with the following:</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 the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.6.</p> <p>Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.</p>
49.	ITB 35.2	<p>Replace Clause ITB 35.2 with the following:</p> <p>Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and the bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.6, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.</p>
50.	ITB 37.0	<p>Add ITB clause 37.0, POWERGRID Whistle Blower and Fraud Prevention Policy</p> <p>The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies and shall not indulge or allow anybody else working in their</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		organization to indulge in fraudulent activities and would immediately apprise the corporation of the fraud/ suspected fraud as soon as it comes to their notice.

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

1. The First Envelope excel with file named **“First Envelope and Bid Forms”** must be uploaded alongwith the bid.
2. The Second Envelope excel with file named **“Price_schedule”** must be uploaded alongwith the bid.

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

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