SECTION – III

BID DATA SHEETS (BDS)

Construction of spare Transformer & Reactor Foundation with 2 Pulling Block at Madurai, Arasur, Pugalur (HVAC) and Pugalur HVDC stations in SR-II (Package B-Tamil Nadu)

SPECIFICATION NO : SR2/NT/W-CIVIL/DOM/C00/26/11579(1000074380
RFX : 5002005601

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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 is: Power Grid Corporation of India Limited, SRTS-II RHQ, Singanayakanahalli, Yelahanka, Bengaluru -560064.
2.	ITB 1.1	The Employer is: Power Grid Corporation of India Limited, SRTS-II RHQ, Singanayakanahalli, Yelahanka, Bengaluru -560064. All correspondences on the subject tender shall be addressed to: Kind Attn.: Senior General Manager [C&M], HOD, Telephone Nos.: 080-23093726,23093725 Fax Nos.: 080-23093726 Email Address: sr2candm@powergrid.in/shilpa.pk@powergrid.in The address of Tender portal is replaced with *https://etender.powergrid.in.*
3.	ITB 2.0	**Supplementing ITB clause 2:** For this package, Bid from Joint Venture is not permitted.
4.	ITB 2.1	**Replace ITB 2.1 with following:** 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 Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer. Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33. However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects. For the aforesaid purpose, (i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process (ii) "Bidder from a country which shares a land border with India" for this purpose means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above (iii) The beneficial owner for the purpose of (ii) (d) above will be under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means Explanation- a. "Controlling ownership interest" means ownership of or

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		entitlement to more than twenty-five percent of shares or capital or profits of the company b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official. 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format. **Further, the firm has to be a 'Class-I local supplier'** as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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. 'Local Content' means the amount of value added in India which shall unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including custom duties) as a proportion of the total value, in percent. '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'. **This Invitation for Bids issued by the Purchaser is for Class-I Local suppliers only.** **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.** 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. 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. 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. 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

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<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
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DPIIT as amended from time to time.

Further, the manufacturers manufacturing an item under Production Linked Incentive Scheme (PLI scheme) shall be treated as deemed 'Class II local supplier' for that items unless they have minimum local content equal to or higher than that notified for 'Class I local Supplier' for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific period only, as notified by concerned PLI ministry.

The 'Class-I local supplier'/~~'Class-II 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'/~~'Class-II local supplier'~~ and shall give details of the location(s) at which value addition is made. 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.

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 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.

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:

<table>
<tr><th>Sr. No.</th><th>Event</th><th>Period for which bid(s) shall be considered as non-responsive/ not eligible</th></tr>
<tr><td>1.</td><td>Termination of Contract due to Contractor's default</td><td>1 year</td></tr>
<tr><td>2.</td><td>Encashment of CPG due to non-performance. $</td><td>1 year</td></tr>
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Sl. No.	ITB Clause Ref. No.	Bid Data Details

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

 # Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination.

$The same shall exclude case of CPG encashment due to non-performance of the contractor for balance works, under supply-cum-installation contracts involving commissioning.

For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.

**For the purpose of working out 50% of the Contract, following shall be taken into account:*

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.

5.	ITB 2.2	**Replace ITB 2.2 with following:** 2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: (a) they have a controlling partner**(s)** in common; or

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(b) they receive or have received any direct or indirect subsidy/ **financial stake** from any of them; or (c) they have the same legal representative/ **agent** for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) a Bidder submits more than one bid in this bidding process, either individually 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 the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or **(f) In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/management and submits bid from more than one unit. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business; or** (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or (h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
6.	ITB 2.1, 2.2, 2.3 & 3.2	Replace the word "Employer" with "Employer/Owner'.
7.	ITB 5.1	**Replace last line as per following:** Volume-III: Bid Form & Price Schedules
8.	ITB 5.1	**Replace clause ITB 5.1 with the following:** The facilities required, bidding procedures, contract terms and

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto: **VOLUME – I: Conditions of Contract** 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) **Form no. Description** 1. Bid Form & Price Schedule 1.1 Bid Form 1.2 Price Schedule 2.a Bid Security Form 2.b Bid Security Form (*For Insurance Surety Bond*) 3.a Form of Notification by the Employer to the Bank (*Applicable for Forfeiture of Bank Guarantee*) 3.b Form of Notification by the Employer to the Bank *(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)* 3.c Form for forfeiture of Insurance Surety Bond 3.d Form for Conditional Claim Pending Extension in Insurance Surety Bond 4. Form of 'Notification of Award of Contract' 4(a) ~~Form of 'Notification of Award of Contract' for Supply of Plant and equipment~~ 4(b) Form of 'Notification of Award of Contract' for Installation of Plant and equipment 5. Form of Contract Agreement 5.1 Appendix-1: Terms and Procedures of Payment 5.2 Appendix-2: Price Adjustment 5.3 Appendix-3: Insurance Requirements 5.4 Appendix-4: Time Schedule 5.5 Appendix-5: List of Approved Subcontractors 5.6 Appendix-6: Scope of Works and Supply by the Employer 5.7 Appendix-7: List of Document for Approval or Review 5.8 Appendix-8(a): Guarantees, Liquidated Damages for Non-Performance Appendix-8(b): Functional Guarantees 5.9 Appendix-9: Contract Co-ordination Procedure 5.10 Appendix-10: Break-up of Contract Price for On-Account Payment Purpose 5.11 Appendix-11-Integrity Pact

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		5.12 Appendix- 12- Safety Pact **6.a** **Performance Security form (Owner- POWEGRID)** ~~6 .b Form of performance security – (Owner- TBCB company)~~ **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 ~~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~~ **6.e** **Performance Security Form (*For Insurance Surety Bond*)** *-POWERGRID* ~~6.f Performance Security Form (For Insurance Surety Bond) TBCB Company~~ **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* ~~6.h 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~~ 7a. Bank Guarantee Form for Advance Payment- POWERGRID ~~7b. Bank Guarantee Form for Advance Payment-TBCB company~~ 8. Form of Taking Over Certificate 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. 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. 11. Form of Authorization Letter 12. Form of Trust Receipt for Plant, Equipment and Materials received **13.a** Form of Extension of Bank Guarantee

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		13.b Form of Extension of Insurance Surety Bond 14. Form of Power of Attorney for Joint Venture 15. Form of undertaking by Joint Venture partners 16. Format for Evidence of Access to or Availability of Credit/ Facilities 17. Form of Operational Acceptance 18. Form of Safety Plan to be submitted by the Contractor within thirty(30) days of award of contract. 19. FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS 20. Format of 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products' 21. ~~Format of 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 Contractors other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP Order (to be submitted on the letter head of the auditor/ cost accountant/ chartered accountant).~~ **Volume-II:** Scope of works/Technical specifications **Volume-III**: Bid Form, Price Schedules & other attachments Attachments in Vol-III of the bid are as below:- 20. (Declaration of Key Managerial Person and Power of Attorney holder)/Balance bid capacity 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** 23. ~~Compliance related to e-RA~~ 24. Declaration by the bidder regarding events encountered pursuant to ITB Clause 2.1) 25. Undertaking by the bidder regarding Compliance of DMI&SP policy 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 27. Bid security declaration. 28. Undertaking regarding submission of original/Hard copy part of the bid.

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<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>29. Declaration by the bidder for 'Code of Integrity for Public procurement.</td></tr>
<tr><td>9.</td><td>ITB 5.4</td><td>Replacing ITB clause 5.4 with the following:

All the Bidders except those exempted pursuant to ITB Sub-Clause 5.5 shall submit the non-refundable fee as stipulated in the BDS towards the cost of Bidding Documents through online payment through POWERGRID ONLINE PAYMENT UTILITY - https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

<table>
<tr><td>Payment Category</td><td>Tender fee</td></tr>
<tr><td>Sub-category</td><td>Tender fee payment-SR-II</td></tr>
<tr><td>Name of Depositor</td><td>Name of the Bidder [name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids]</td></tr>
<tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the bidder, if existing (vendor code of the Sole bidder or the lead partner of the Joint Venture)</td></tr>
<tr><td>Payment Remarks</td><td>Tender fee for …….. [enter the name of the package]</td></tr>
</table>

The copy of 'Online Payment Acknowledgement – Suppliers' generated 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.

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.

The nonrefundable fee towards the cost of Bidding Documents shall be Rs.2,500/-

MSE Bidders having major activity as "Manufacturing/Services" with valid UDYAM certificate are exempted from Bid Cost. For enabling participation in the tender, UDYAM certificate needs to be mailed along with request to mail IDs mentioned at clause 2.0.</td></tr>
<tr><td>10.</td><td>ITB 5.5</td><td>Supplementing ITB 5.5 with the following:
Micro and Small Enterprises (MSEs)registered with Udyam Registration portal as specified by Ministry of Micro, Small and</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, **Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.** This shall be subject to s_u_b_m_i_s_s_i_o_n_ _o_f_ _'U_d_y_a_m_ _R_e_g_i_s_t_r_a_t_i_o_n_ _C_e_r_t_i_f_i_c_a_t_e_' with regard to registration with authority mentioned above **in accordance with the relevant notifications/orders. However, MSEs having major activity categorized as Trading in UDYAM Registration Certificate (at the time of bid submission) are not eligible for this exemption and shall have to pay the tender fee.** 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.
11.	ITB 6.1	**The Owner/Employer is:** **Power Grid Corporation of India Limited,** **SRTS-II RHQ, Singanayakanahalli,** **Yelahanka,** **Bengaluru -560064.** The Sr. GM (C&M), Mobile: +91- 9449599004/9449599055/9449599037 Email : pidaparthi @powergrid.in sdhanapal@powergrid.in; shilpa.pk@powergrid.in
12.	ITB 6.1	Replace line 9 to 14 of para 6.1 as below: 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

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Seven (07) days prior to the original deadline for submission of bids prescribed by the Employer.
13.	ITB 6.4	Supplementing Clause ITB 6.4 with the following: Venue, date and time for Pre-bid Meeting: **Supplementing Clause ITB 6.4 with the following:** The Bidder's designated representatives are invited to attend a pre-bid meeting which will take place through Video Conferencing. The web link to join the meeting is mentioned below: - https://teams.microsoft.com/meet/498830094262621?p=dAwwV2eRNt2G3RXqk2 **Date of pre-bid conference: - 26/11/2026** **Time 1100 Hours (IST) onwards** Email: pidaparthi @powergrid.in sdhanapal@powergrid.in shilpa.pk@powergrid.in Mobile: +91-9449599004/9449599055/9449599037 .
14.	ITB Clause 9 I (viii) & ITB Clause 9.1 (b) vii	**Supplementing Sub-Clause ITB 9 I (viii) with the following:** (a) Bidders shall also submit (i) Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and–(ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page. **(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.
15.	ITB 9 (I) (i) & (ii)	**Supplementing ITB 9 (I) as follows in the Section-BDS:** The bid shall be submitted by the Bidder in the following manner:

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
	ITB 9.1 (b) (i) & (ii)	**Bidder(s) shall submit Tender Fee only through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5** **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).** 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. *Further, no change shall be permitted in the content of the hard copy and earlier submitted scanned copy.* The bidder shall also submit an undertaking to this effect along with the soft part of the bid as per **Attachment-28** of the Bidding Documents along with the bid or subsequently pursuant to ITB Clause 21.1. 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. **i)** The provisions specified in other clauses of the Bidding Documents shall be read in conjunction with the provisions specified hereinabove.
16.	ITB Clause 9 (I)	**Supplementing ITB 9 (I) as follows in the Section-BDS:** **The bidder shall submit Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security along with bid securing declaration, in separate envelope in accordance with clause 13 of ITB, Section-II.** Facilities/Exemptions to be extended to Micro & Small Enterprises (MSE): 'MSE' means Micro and Small Enterprises (MSEs) as per Public Procurement Policy of GoI for MSEs, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises, registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		cost of Bidding Documents and Bid Security/EMD. However, benefits towards MSEs shall not be extended to traders as per notifications issued by Ministry of MSME. Further, benefits/exemptions to be extended to MSEs shall be governed by circulars/notifications and amendment thereof issued by Ministry of MSME. Bid Security EMD value- Rs 1,21,000/- **The documents required to be submitted as part of Hard Copy Part of the Bid shall be scanned and uploaded as part of First Envelope in Soft Copy Part of the Bid as per provisions of ITB Clause 9 (II).** All these documents shall be furnished, in original/hard part as per requirement specified in the bidding documents. Further, no change shall be permitted in the content of hard copy and earlier submitted scanned copy. Bidder shall also submit an undertaking to this effect along with the soft part of the bid as per Attachment-28 of the Bidding Documents along with the bid or subsequently pursuant to ITB Clause 21.1. Bidder may also note that the undertaking inter-alia contains provision to the extent that non-submission of these documents as above shall be considered as withdrawal of the bid and would be treated accordingly. The provisions specified at other clauses of the Bidding Documents shall be read in conjunction with the provisions specified hereinabove. POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited), C2TReDS (C2FO Factoring Solutions Private Limited) and DTX (KredX Platform Private Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.
17.	ITB Clause 9	**<u>Replace the title II. Soft Copy Part of ITB Cl. 9 with the following:</u>** **II. Soft Copy** Soft copy of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein. a. <u>As part of First Envelope</u> i.Programmed file-Attachments (Attachment to Bid Form including attachment to QR) in MS Excel format & its revision

सदा नियंत्रित · CONTROLLED

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		covering various attachments, Integrity Pact and bid form for first envelope. ii. Scanned copies of all the documents mentioned at 15.4 of ITB. b. <u>As part of Second Envelope</u> i. Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.
18.	ITB 9.2	Alternative bids shall not be permitted.
19.	ITB 9.3	**Supplementing ITB clause 9.3 with the following:** 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. Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected without any consideration. Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder's responsibility to respond with such clarity that will ensure POWERGRID not to misinterpret the bid.
20.	ITB 9.3 (a)	Replace ITB clause 9.3(a) with the following: a. Attachment 1: Bid Security or Online Payment Acknowledgement towards Bid Security (if required) or documentary evidence in support of exemption of Bid Security along with bid security declaration (*submission of Hard Copy in "O_r_i_g_i_n_a_l_" _f_o_r_ _B_i_d_ _S_e_c_u_r_i_t_y_ _a_n_d_ _i_n_ _"C_o_p_y_" _for documentary proof in support of exemption and Online Payment Acknowledgement towards Bid Security*) A bid security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security along with bid security declaration, in sealed separate envelope shall be furnished in accordance with ITB Clause 13 & ITB Clause 16. Bidder shall submit the hard copy of the Bid Security in original or a copy of Online Payment Acknowledgement towards Bid Security or copy documentary evidence in support of exemption of Bid Security along with bid security declaration.
21.	ITB 9.3 (c)	**Replace ITB clause 9.3(c) with the following:**

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		(c) Attachment 3: Bidder's Eligibility and Qualifications *(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)* ……. ……. 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.** [Note I. In the event, the Bidder is not able to furnish the above information of its own (i.e., separate),…… …… …… **Supplementing the ITB clause 9.3(c) with the following:** I*n 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.* POWERGRID has developed a data-base of Qualification Requirement (QR) data named as 'Information on Record' (hereinafter referred to as the 'IoR portal') of different bidders for certain categories of its procurement to minimize the time taken to ascertain QR compliance. Bidders have been given viewing rights for their own data on the portal. The link for accessing IoR portal is available at POWERGRID's website [www.powergrid.in]. In such case, over and above the documents submitted by the bidders in their bids, the above data-base may also be considered. Notwithstanding the above, bidders may please note that the maintenance of any information of any bidder on IoR portal / *information already available with POWERGRID* should not be construed that the bidder is considered meeting the Qualification Requirement (QR). The evaluation of the bids inter-alia compliance to QR of the bidders shall be carried out as per provisions of the Bidding Documents.
22.	ITB 9.3(i),9.3(k)	**Not applicable.**

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
23.	ITB 9.3 (m)	**The bids shall be on Firm price basis.**
24.	ITB 9.3 (o)	**Supplementing ITB clause 9.3(o) with the following:** Integrity Pact (Attachment-14) must be submitted in physical form at the address of the Employer (POWERGRID) given at ITB 6.1 & BDS Sl.no.8.d
25.	ITB 9.3 (p)	**Replacing ITB clause 9.3(p) with the following:** Attachment 15: Option for **Interest Bearing Advance(s) (Initial Advance and/or Engineering Advance)** and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below). 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.
26.	ITB 9.3(s)	**Supplementing Attachment 18: Safety Pact *(submission of Hard Copy in 'Original')* with the following** The required Safety Pact is automatically generated as Attachment 18- Safety Pact in the file Attachment (in Excel format). Bidders shall take print out in two copies discussed above and as explained in the Attachment 18- Safety Pact.
27.	ITB 9.3 (v), (w), (x), (y), (z), (aa) & (bb)	**Add new Clauses ITB 9.3(v), ITB 9.3(w), ITB 9.3 (x), ITB 9.3 (y), ITB 9.3 (z), ITB 9.3(aa), ITB 9.3(ab) & ITB 9.3(ac) as follows:** **(v) Attachment 21:** Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (*submission of Hard Copy in 'Original'*), *to be submitted on a non-judicial stamp paper of Rs. 100/-.* In line with the PPP-MII Order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on a non-judicial stamp paper of Rs. 100/-. Further, Self-certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact. Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate. (w) ~~**Attachment 22**: Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII Order and MoP Order, if applicable *(submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/cost accountant/chartered accountant.*~~ ~~In line with the PPP-MII Order and MoP Order, the bidder shall submit certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, on the letter head of the auditor/chartered accountant.~~ ~~Further, auditor's/ accountant's certificates (as the case may be) submitted by the Bidder may be may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.~~ ~~Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.~~ (x) ~~**Attachment 23:** Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA.~~ **(y) Attachment 24:** Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1 *(In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture).* **(z) Attachment 25: Undertaking by the bidder regarding Compliance of DMI&SP policy** Vide Notification dated 8th May 2017 and its revision dated 29th

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		May 2019by Ministry of Steel has published "*Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement*". The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any. **In line with the aforesaid policy, the bidder shall submit the affidavit of self certification, in original to POWERGRID declaring that the Iron & 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/-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.** Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and POWERGRID. **(aa) Attachment 26:** Certification by the Bidder as per DoE Order in line with ITB Clause 2.1*(In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture).* **(ab) Attachment 27:** Bid Securing Declaration to be submitted by the Bidder. **(ac) Attachment-28: Undertaking regarding submission of original/Hard copy part of the bid.** **(ad) Attachment-29:** Declaration by the bidder for 'Code of Integrity for Public procurement'. The bidder shall furnish in its bid the declaration about abiding by a 'Code of Integrity for Public Procurement' in accordance with ITB Clause 36. Bidder's failure to submit the 'Declaration for Code of Integrity for Public procurement' along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.
28.	ITB 11.3	**Replace the existing Clause with the following:** Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner:

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule 1 to 5 shall be summarized in a grand summary of Price Proposal (Schedule 6) giving the total bid price(s) to be entered in the Bid Form. ~~Schedule 1 Plant and Equipment (including mandatory Spares) to be supplied including Type Test Charges~~ ~~Schedule 2 Local Transportation, In-transit insurance, loading and unloading.~~ Schedule 3 Installation Services ~~Schedule 4 Charges for Training to be imparted~~ ~~Schedule 4 Annual Maintenance Charges (AMC) after Defect Liability Period~~ Schedule 4 Taxes and Duties not included in Schedule 1 to 4 Schedule 5 Grand Summary (Schedule Nos. 1 to 5) ~~Schedule 7 Break up of Type Test Charges~~ Bidders shall note that the plant and equipment included in Schedule No. 1 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 3, Installation Services
29.	ITB 11.4	**Replace Clause ITB 11.4 with the following**: ~~In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules as follows:~~ ~~(a) Plant and equipment including mandatory spares, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off the self, as applicable) basis and Type Test Charges (including the Type Test to be conducted abroad in case of an Indian Bidder), shall also be quoted in Schedule 1.~~ ~~Further, in case of imported Equipments/items offered as 'Off the Shelf' or dispatched directly from the Indian Port of disembarkation, the price of such Equipments/items shall be inclusive of all cost as well as any duties paid/payable in relation to import of such goods (viz., customs duties, GST & levies etc.)~~

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		considering and taking into account the ITC as may be available under the applicable laws including GST. The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Employer and the Contractor. (b) Local/inland transportation, In-transit insurance, loading and unloading of the Plant and Equipment including mandatory spares to be supplied shall be quoted separately in Schedule 2, as composite supply of services, with local/inland transportation being the Principal Supply. It is the Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Bidder to the Employer, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder's account and Employer shall not reimburse any GST on this account. (c) Installation Charges shall be quoted separately (Schedule 3) and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all installation services except those priced in other Schedules. The price quoted in respect of all items in the above schedule shall be excluding GST. (d) The Training Charges shall be furnished separately in Schedule 4 for the training. The price quoted in respect of all items in the above schedule shall be excluding GST. (e) The break-up of Annual Maintenance Charges (AMC) for 3 years after defect liability period shall be furnished in Schedule 4. The price indicated in respect of all items in Schedule 4 shall be excluding GST, if any, payable. (f) The break-up of Type test charges shall be furnished separately in Schedule 7. The price indicated in respect of all items in the above schedule shall be excluding GST. Type test shall be considered an incidental expense incurred prior to the delivery of Equipment/item and would be added to the value of goods for GST purposes and rate of GST shall be quoted accordingly. (g) To facilitate the bidders, Employer has indicated an HSN/ SAC

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		code and rate of GST against each item in the Price Schedule except for lumpsum quantities/lot/Set as mentioned at ITB 11.3.3. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for HSN/SAC classification and the rate of GST for each item. Employer's liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item. (h) Total GST on Supply of ~~goods and~~ Services shall be indicated in Schedule -4 (i) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price. (j) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: General Conditions of Contract (GCC) and Appendix-3: Insurance Requirements to Form of Contract Agreement as contained in Section VI: Sample Forms and Procedures (FORMS) of the Bidding Documents. Bidder shall further note that the Employer shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery. (k) The bidder shall fill up only the marked cell (shaded in green colour) in the work sheets of Schedule 1 to 4, Taxes & duties. Bidder shall not carry out any modification or changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Schedule-6(Grand Summary), ~~Schedule-6 (After Discount) (Grand Summary after discount)~~ and Bid Form. (l) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Employer. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 17 as per the format enclosed in the Bidding Documents.

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances or benefits is permitted and is required to be issued by the Employer in line with the relevant policies, rules and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Employer, provided the Bidder explicitly indicates in their bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will neither be responsible nor be liable to compensate the Contractor, and the Employer shall have no financial liability on this account. Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 17. In case bidder has not indicated such information or has indicated "to be furnished later on" in Attachment 17, the same shall be construed to mean that no benefit has been passed on by the bidder to the Employer, and the Employer shall not issue any certificate to the contractor for availing the same even if admissible. (m) The recovery of TDS under GST/Income Tax Act and any other acts as per Govt. regulation related to the consultancy portion of work shall be done by POWERGRID on behalf of NPCIL. TDS so deducted by POWERGRID on behalf of NPCIL shall be deposited with the relevant tax authorities and TDS certificates shall be issued on behalf of NPCIL using TAN/TIN/GSTIN of NPCIL. Copies of challan will be forwarded to NPCIL for filing returns and necessary TDS certificates will be issued by NPCIL. Wherever the returns are to be filed electronically, NPCIL will file tax returns and issue necessary TDS certificates directly under intimation to POWERGRID within statutory period.
30.	ITB 11.4.1	**DELETED**
31.	ITB 11.5	**Replace ITB 11.5 with the following:** Prices quoted by the Bidder shall be on 'Firm' basis during the entire currency of contract and shall not be subject to price variation, what-so-ever during contract execution. All the relevant clauses pertaining to price variation/adjustment, wherever appearing in the Bidding Documents, stand deleted.

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
32.	ITB 13.1	**Amount of Bid Security:** **INR** 1,21,000/- The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated in the BDS. The bid security must be submitted in the form provided in the Bidding Documents. **Replacing para 2 of 13.1 with the following:** Bid Security is applicable in this Package. All the Bidders shall submit as part of their bid, a Bid Securing Declaration in Attachment-27 of the Bid Forms. **<u>Supplementing Clause ITB 13.1 with the following:</u>** All the MSE Bidders shall submit proof (Udyam certificate) as part of their bid and a "Bid Securing Declaration" in **Attachment-27** of the Bid Forms. Micro and Small Enterprises (MSEs) (**Only OEMs/service providers**) registered with **Udyam Registration portal as** specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, **Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.** This shall be subject to submission of 'Udyam Registration Certificate' with regard to registration with authority mentioned above **in accordance with the relevant notifications/orders. However, MSEs having major activity categorized as Trading in UDYAM Registration Certificate (at the time of bid submission) are not eligible for this exemption and shall have to pay the tender fee.** **Supplementing 13.2 with the following:** Alternatively, if bid security is to be submitted in favour of POWERGRID the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY – https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergridindia.com. While making such online payment , the bidder shall choose segment as " Suppliers" and fill in details as below.

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<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td>Payment category</td><td>EMD</td></tr>
<tr><td>Payment amount</td><td>Rs. 1,21,000/-</td></tr>
<tr><td>Name of depositor</td><td>Name of Bidder</td></tr>
<tr><td>Vendor code if applicable</td><td></td></tr>
<tr><td>Payment remarks</td><td>Bid security for ……</td></tr>
</table>
The copy of 'Online Payment Acknowledgement-Suppliers' generated subsequent to the payment shall be submitted along with hard copy of bid. The online payment facility shall be for payment in Indian rupees only.

Bid Security (if bidder chooses the option of bank guarantee) shall be valid 210 days from the date of Bid opening (1st Envelope), or any other date as subsequently requested under ITB Sub Clause14.2</td></tr>
<tr><td>33.</td><td>ITB 13.2</td><td>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 guideline 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 up to date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-Clause 14.2.</td></tr>
<tr><td>34.</td><td>ITB 13.3</td><td>Replacing ITB clause 13.3 with the following:

Bidder's failure to submit an acceptable Bid Security 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.</td></tr>
<tr><td>35.</td><td>ITB 13.6</td><td>Add sub-clause f.

f. In case of violation / transgression of 'Code of Integrity for Public Procurement' by the bidder / contractor in competing for the Contract, in accordance with ITB clause36.</td></tr>
<tr><td>36.</td><td>ITB 14.2</td><td>Replace the para with the following:

In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.6 shall</td></tr>
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<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>not be applicable. A Bidder granting the request will not be required or permitted to modify its bid.</td></tr>
<tr><td>37.</td><td>ITB 15.1 (ii) (g)</td><td>Supplementing ITB clause 15.1 (ii)(g) with the following:

(a) Affidavit of Self certification regarding Minimum Local Content, 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.

~~(b) Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable and Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products duly signed and stamped on each page.~~

Any other document(s), if applicable, as per Clause ITB 5.1.</td></tr>
<tr><td>38.</td><td>ITB 15.4</td><td>Supplementing the List of documents to be scanned & uploaded on the portal mentioned in ITB Clause 15.4 as below:

<table>
<tr><td>S. No.</td><td>Description of Documents</td><td>Name of File to be uploaded on the portal</td></tr>
<tr><td>……..</td><td>……..</td><td>……..</td></tr>
<tr><td>21.</td><td>Online Payment Acknowledgement towards Bidding Document fee</td><td>Tender_fee_receipt.pdf</td></tr>
<tr><td>22.</td><td>Bid Securing declaration</td><td>Bid_Securing_declaration.pdf</td></tr>
<tr><td>23.</td><td>Other Documents</td><td>other.pdf</td></tr>
</table>
</td></tr>
<tr><td>39.</td><td>ITB 16.1</td><td>Replace ITB Clause 16.1 with the following:

The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1 & 15.4 above) and submit the hard copy of DD or 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) and Power of Attorney of Joint Venture Agreement (as applicable) and Joint Deed of Undertaking (as applicable) (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.</td></tr>
</table>

सत्य वर्णित रूप, नियंत्रित/CONTROLLED

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Envelope-1: Online Payment Acknowledgement towards Bidding Document fee/ documentary evidence in support of exemption of Bidding Document fee Envelope – 2: Bid Security/ Online Payment Acknowledgement towards Bid Security/ documentary evidence in support of exemption of Bid Security along with bid securing declaration. Envelope–3: Integrity Pact Envelope-4 Power of Attorney, Joint Venture Agreement (as applicable) and Power of Attorney of Joint Venture Agreement (as applicable) and Joint Deed of Undertaking (as applicable) and any other documents as required (refer para 15.1 above). Envelope – 5: Safety Pact Envelope–6: 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. 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.
40.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, 18.1, and ITB 20.1	**The deadline for Soft copy part of the bid submission is** **Date: 09.12.2026** **[Time: 11:00 hrs. [Indian Standard Time (e-procurement server time)].** **Bid submission timelines will be defined as per the e-Procurement server clock only.** **Address for submission of Hard copy of Documents;** Address in Person or by Post: **Sr.General Manager (C&M) / DGM (C&M),** Power Grid Corporation of India Limited, SRTS-II RHQ, Singanayakanahalli, Yelahanaka Hobli, Bengaluru – 560064

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Deadline for submission of Hard copy of Documents **Date : 09.12.2026** **Time: Up to 11:00 Hours [Indian Standard Time (e-procurement server time)].** **In case the bidder chooses to submit EMD in the form of DD or BG, then bidder shall mandatorily submit the hard copy of those within the submission deadline of the hard copy, failing which their bid shall be rejected.** **<u>Address for Bid Opening</u>:** **POWER GRID CORPORATION OF INDIA LTD.** **SRTS-II RHQ, SINGANAYAKANAHALLI,** **YELAHANKA HOBLI,** **BENGALURU -560064.** **<u>Time and date for Bid Opening – First Envelope:</u>** **Date: 09.12.2026** **Time: 11:30 hours (Indian Standard Time)** (a) Bid Title: …… *(insert Name of the Package & Specification No.)* …… **<u>FIRST ENVELOPE</u>** (a) Do not open before 11:30 hours (Indian Standard Time) on 09.12.2026.
41.	ITB 16.3	**Replace ITB clause 16.3 with the following:** Online Payment Acknowledgement towards Bidding Document or documentary evidence in support of exemption of Document fee, Bid Security declaration, Integrity Pact in original and the Safety Pact in original etc. shall be submitted in separate superscribed envelopes (one for Bid security declaration, 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.

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
42.	ITB 17.1	**Replace existing ITB clause 17.1 with the following:** Soft copy of the bid shall be uploaded through the portal https://etender.powergrid.in at or before the submission time and date as stipulated in the bidding document. Hard copy of 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, Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture), **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, and other documents as mentioned in ITB**, 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.
43.	**ITB 17.2.1**	**Supplementing ITB clause 17.2.1 with the following:** **The e-mail IDs are as follows:-** Email : pidaparthi@powergrid.in sdhanapal@powergrid.in; shilpa.pk@powergrid.in
44.	**ITB 18.1**	**Replace the clause ITB 18.1 with the following:** 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 & time as specified in BDS.
45.	**ITB 19.2**	**Replace the clause ITB 19.2 with the following:** The Bidder's modifications shall be done and submitted as follows: (i) VOID (ii) Soft copy of the entire bid if any modification is there.
46.	ITB 19.4	**Replace Clause ITB 19.4 with the following:** No bid may be withdrawn in the interval between the bid submission

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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.
47.	ITB 20.1	**Replace the clause ITB 20.1 with the following:** 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.
48.	20.3	**Replace the clause 20.3 with the following:** 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. 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.
49.	ITB 20.4	ITB Sub-clause 20.4 stands deleted.
50.	ITB 21.1	**Replacing first Para of ITB clause 21.1 with the following:** During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t), (u), (v), (w), (x), (y), (z), (aa), (ab), (ac) and (ad) 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),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. *Following sub clause is added to the ITB Cl 21.1* *So far as the submission of documents is concerned with regard to technical*

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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. *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. In case of non-submission of documents related to/identified in Attachment-11 {'Information regarding ex-employee(s) of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 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 be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
51.	ITB 22.3.1	**Replace Clause ITB 22.3.1 with the following:** Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5 (Contractor's Responsibilities), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 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.
52.	ITB 23.2	**Replacing ITB clause 23.2 with following:** The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Purchaser on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder"s qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Purchaser deems necessary and appropriate. This shall, however, be subject

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

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Non-reporting of any accident to the Purchaser in any ongoing contract with the Purchaser or any suppression of facts/related information in regard to accident shall lead to determination of bid of such bidders as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which **the Purchaser determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Bidder.** **In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by partner(s) of the JV who was responsible for the execution of the said works as per their scope under the Contract.** **In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred.** In case of the bidder's failure to submit its Board Resolution, after review of fatal accidents in any on-going Contracts with the Purchaser, along with the action plan for avoidance of such incidences to the Purchaser and/or in case the CEO of the Bidder does not apprise the POWERGRID APEX SAFETY BOARD of the cause of Fatal accident and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of fatal accidents **plus the extended period of 4 weeks as brought out in GCC, their bids shall be treated as non-responsive till completion of the above actions.** ~~**Supplement ITB clause 23.2 with the following:**~~ ~~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 specified at para A, B, & C below, which corresponds to** various packages to be considered for award [shall mean the package(s) for which award has~~

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		been placed on that Bidder/ Bidder is under the zone of consideration for award of the package(s)] during such Financial Year (i.e. April to March), shall not exceed 1.5 (one and half) times the Average Annual Turnover (AAT) (of the best 3 financial years out of last 5 years) 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): **A. For packages under TBCB:** 40% of Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) shall be considered for analyzing the available Bid Capacity till POWERGRID emerges as the successful bidder of the TBCB project. Thereafter, 100% of such value worked out based on the Award value of the package shall be considered for analyzing the available Bid Capacity. B. **For packages* whose actual date of opening of First Envelope/Technical bids is on or before 23rd September 2023:** For all such packages, Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) of the package(s) shall be divided by a normative figure of 1.18 for considering the same for above purpose. **excluding those packages under TBCB wherein POWERGRID has emerged as the successful bidder of the TBCB project.* C. **For packages other than those covered under (A) and (B) above:** Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) of the package shall be considered for analyzing the available Bid Capacity of the bidder. 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. 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: **Balance Bid Capacity (in Rs) = 3T-B,** where

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		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 05 financial years taking into account the completed as well as the works in progress B = Value of existing commitments and ongoing similar works yet to be completed as on the 1st date of quarter of the financial year in which the bids are opened. 23.2.1.2 The Employer may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate. 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 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 partners. However, in case of shortfall, if any, the available AAT and Bid Capacity of any of the partners shall be taken into account. 23.2.2 Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package. For the above purpose, the bidder (*All partners of the Joint Venture in case of Joint Venture bids*) shall also submit a declaration in **Attachment-24**. 23.2.3 Notwithstanding the declaration by the bidder as above, the Bid Capacity shall be subject to assessment, if any, by the Employer. 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

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<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>~~besides taking other actions as deemed appropriate.~~</td></tr>
<tr><td>53.</td><td>ITB 23.5</td><td>Add new sub Clause 23.5 as under:

23.5 In case of new bidders, assessment shall be done as per the provisions of Qualification Requirement for the Bidder, enclosed as Annexure-A (BDS) taking into consideration all relevant aspects. The bidder's capacity and capability for award of Contract(s) shall be based on such assessment.</td></tr>
<tr><td>54.</td><td>ITB 23.6</td><td>Add new sub Clause 23.6 as under:
For all above purposes, Purchaser shall be sole judge in this regard.</td></tr>
<tr><td>55.</td><td>ITB 24.1 (c)</td><td>The Time for Completion shall be as under:

<table>
<tr><th>Sl. No.</th><th>Activities
Taking Over by the Employer upon successful Completion of:</th><th>Duration in months from the date of Notification of Award</th></tr>
<tr><td>1</td><td>WC-4905
Construction of spare Transformer & Reactor Foundation with 2 Pulling Block at Madurai, Arasur, Pugalur (HVAC) and Pugalur HVDC stations in SR-II (Package B- Tamil Nadu)</td><td>06 (Six) Months</td></tr>
</table>
</td></tr>
<tr><td>56.</td><td>ITB 27.2</td><td><u>Replace last para of Clause ITB 27.2 with the following:</u>

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.</td></tr>
<tr><td>57.</td><td>ITB 27.4 (b)</td><td>Deleted as Functional Guarantees are not applicable.</td></tr>
<tr><td>58.</td><td>ITB 27.4(c)</td><td>Replace the existing provisions with the following:

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.</td></tr>
<tr><td>59.</td><td>ITB 27.5 (b)</td><td>Deleted as Functional Guarantees are not applicable.</td></tr>
</table>

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
60.	ITB 27.5 (c)	**Supplementing Clause ITB 27.5(c) with the following in BDS:** 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.
61.	ITB 27.0	Add clause ITB 27.7 In case of discrepancy in the prices in price bid opening statement and Price schedule excel sheet uploaded in the portal, the price quoted by the bidder in price schedule excel sheet and uploaded in the portal shall only be considered for evaluation.
62.	ITB 28.1	**Supplementing Sub Clause ITB 28.1 with the following:** **'No purchase preference is presently applicable for the Plant and Equipment to be supplied under the Contract.**
63.	ITB 28.2	**Add a new Sub Clause ITB 28.2 as under:** No margin of domestic preference will be allowed in evaluation and comparison of bids.
64.	ITB 29	**Replacing ITB clause 29 with following:** E-Reverse Auction Not applicable for the package.
65.	ITB 31.2	**Replace Clause ITB 31.2 with the following:** The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid. At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and **the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.6**. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.
66.	ITB 31.4.1	**Replace ITB 31.4.1 with the following:** Award for the entire scope of work shall be placed on the lowest evaluated and qualified bidder who is found capable to perform the Contract in the event of award**.**

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
67.	ITB 34.0	**Signing the Contract Agreement** At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement(as per format Enclosed in Bid documents) The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award/Letter of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter
68.	ITB 35.1	**Supplementing ITB 35.1 with the following:** In line with SCC clause 8.0
69.	ITB 35.2	**Replace Clause ITB 35.2 with the following:** Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and the **bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.6**, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.
70.	ITB 36	**Replace ITB 36 with the following:** **36.0** It is the Employer's policy that requires the bidder to sign a declaration along with its bid about abiding by a 'Code of Integrity for Public Procurement'. This policy is attached as **Appendix-II** to the Special Conditions of Contract**.** 36.1 In pursuance of this policy, the Employer: (a) will take appropriate measures in line with the above policy if it determines that the bidder recommended for award has, directly or through an agent, has violated this Code of Integrity in competing for the contract in question; and (b) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

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Sl. No.	ITB Clause Ref. No.	Bid Data Details
71.	ITB 37	**Add a new Clause ITB 37.0 as below:** **37.0 POWERGRID Whistle Blower and Fraud Prevention Policy** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the corporation of the fraud/ suspected fraud as soon as it comes to their notice.
72.	ITB 4.2,6.1,7.2,7.3,9.1(a),9.1(b)(a),9.3,17.1&19.1	**Portal replaced with** https://etender.powergrid.in

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

1. The First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded along with the bid.

2. The Second Envelope excel with file named **"Price_schedule"** must be uploaded along with 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) --