SECTION – II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section–II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal ***https://etender.powergrid.in***, on line bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless Section III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section – II & Section – III, the provisions of Section – III shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section – IV: General Conditions of Contract and/or Section – V: Special Conditions of Contract.

Bidders may note that the Employer has uploaded its 'Works & Procurement Policy and Procedure' (Vol.-I & II) along with its Updation/ Modification/Amendment[1] thereof on POWERGRID's website and in this regard, attention of the Bidder is drawn to Clause IFB 3.3, Section –I of the Bidding Documents. Those Bidders who wish to peruse the same may visit **www.powergrid.in.** However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Employer on the basis of the same. The respective rights of the Employer and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Employer and the Contractor for the respective package(s). The provisions of Bidding Documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

Further in all matters arising out of the provisions of this Section – II and the Section–III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

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[1] Including Amendment on "*Capacity and Capability Assessment – regarding new parties undertaking erection works of Transmission Line Tower Packages*", on "*Ineligibility of Firms for Participation in the Bidding Process" and on "Black-Listing of Firms / Banning of Business*".

A. Introduction

1. Source of Funds

1.1 The Owner named in the **BDS** intends to use domestic funding (Owner's Internal Resources/Domestic Borrowings/Bonds) for this Project.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Employer named in the **BDS**.

2. Eligible Bidders

2.1 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.

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 in common; or

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

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the 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 [including bid submitted as a agent/authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the 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) 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

(g) 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.

2.3 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

2.4 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

3. Eligible Plant, Equipment, and Services

3.1 For the purposes of these Bidding Documents, the words "facilities," "plant and equipment," "installation services," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

3.2 All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer.

3.3 For purposes of this clause, "origin" means the place where the plant and equipment or component parts thereof are mined, grown, or produced. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4 The origin of the plant, equipment, and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 The bidder has to ensure his registration with POWERGRID on the portal https://etender.powergrid.in. The said registration shall be Free of Cost.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 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:

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)

1. Bid Form & Price Schedule
1.1 Bid Form
1.2 Price Schedule
2. Bid Security Form
3. Form of Notification by the Employer to the Bank
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 Integrity Pact
5.12 Safety Pact
6. Performance Security Form
7. Bank Guarantee Form for Advance Payment
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 Authorisation Letter
12. Form of Trust Receipt for Plant, Equipment and Materials received
13. Form of Extension of Bank Guarantee
14. Form of Power of Attorney for Joint Venture
15. Form of Joint Venture Agreement
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 days of award of contract.
19. Form for Information to be furnished by the Contractor in respect of the Procurement made from MSE Vendors

Volume-II: Technical Specification

Volume-III: Bid Form, Price Schedules & Technical Data Sheets

5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding

Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5.3 Scope of Work is given in Volume-II of Bidding Documents titled "Technical Specifications".

Utmost care has been taken by the Employer in formulating the programmed Attachments and Price Schedules. Bidders are expected to thoroughly verify with trial run at their end and notify to the Employer Arithmetical, Logical, Formatting or any such error, if found in the same for suitable action. Irrespective of corrections made in this regard through amendment(s), if any, rectification of error for evaluation shall be carried out in accordance with stipulated provisions of Bidding Documents.

5.4 All the Bidders except those exempted pursuant to ITB Sub-Clause 5.5 shall submit along with the hard copy part of bid a nonrefundable fee as stipulated in the BDS towards the cost of Bidding Documents in the form of demand draft in favour of Power Grid Corporation of India Ltd., payable at New Delhi/Gurgaon.

Alternatively, the nonrefundable fee towards the cost of Bidding documents 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.powergrid.in. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

Payment Category	Tender fee
Sub-category	Tender fee payment-CC#
Name of Depositor	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*
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (*vendor code of the Sole bidder or the lead partner of the Joint Venture*)
Payment Remarks	Tender fee for 400kV GIS SUBSTATION PACKAGE SS-144

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 nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or 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.

5.5 Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of 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 submission of 'Udyam Registration Certificate' with regard to registration with authority mentioned above in accordance with the relevant notifications/orders.

In case of bid submitted by a Joint Venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements in Annexure-A (BDS), all partners of the joint venture shall be MSEs to consider its bid as bid from MSE. Further, JV bidder with at least one non-MSE partner (whether lead or other partner) shall not be eligible for the benefit available to the MSE bidders.

6. Clarification of Bidding Documents; and Pre-Bid Meeting

6.1 Prospective bidder may ~~also~~ seek clarification in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Employer's mailing address indicated in the **BDS**. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.3.1, will be unacceptable, such an issue should be raised as above. 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 twenty-eight (28) days (unless otherwise specified in **BDS**) prior to the original deadline for submission of bids prescribed by the Employer. The Employer shall not be obliged to respond to any request for

clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on portal https://etender.powergrid.in where all the bidders can see clarification/reply to query.

6.2 The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.

6.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

6.4 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the **BDS**. The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through the e-procurement portal only. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

7.2 The amendment will be notified only through the portal https://etender.powergrid.in. The communication/alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have logged in with their user id and password (user credentials) and **have registered against the subject package(s) by clicking available button named "REGISTER".** The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s), to the Bidding Documents have been taken into account by the Bidder in its bid.

7.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify through portal https://etender.powergrid.in where all prospective bidders may see the extended deadline.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

I. Hard Copy Part

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

(i) 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

(ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II.

(iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope

(iv) Power of Attorney as per Clause 9.3 (b).

(v) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement, both in original

(vi) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope

(vii) Bidders shall also submit Joint Deed of Undertaking by the collaborator along with the bidder/manufacturer, duly signed and stamped on each page in original, if applicable as per Annexure- A (BDS); and

(viii) Any other document further specified in the BDS duly signed and stamped on each page.

Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.

II. **Soft Copy Part**

Soft copy part 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) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.

(ii) Programmed file - Attachments (Attachment to Bid Form including attachment to QR) in MS Excel format & its revision covering various attachments, Integrity Pact and bid form for first envelope.

(iii) Scanned copies of all the documents mentioned at 15.4 of ITB

(b) <u>As part of Second Envelope</u>

(i) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.

(ii) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.

9.1 The bid shall be submitted by the Bidder under "Single Stage – Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

First Envelope:

(a) Bid Form (First Envelope) duly completed and signed by the Bidder, together with all Attachments & Technical Data Sheets (available in Volume-III) as uploaded on the portal https://etender.powergrid.in and identified in ITB Sub-Clause 9.3 below.

(b) Hard copy of the following documents submitted at the address mentioned at 1.1 above:

i) 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;
ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II;
iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
iv) Power of Attorney as per Clause 9.3 (b);
v) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement
vi) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope
vii) Any other document further specified in the **BDS** duly signed and stamped on each page.

Second Envelope:

(a) Bid Form (Second Envelope) together with Price Schedules (available in Volume-III), duly completed as uploaded on the portal https://etender.powergrid.in.

9.2 Bidders shall note that, if permitted according to the **BDS**, they are entitled to submit an alternative bid within the scope specified in the Technical Specification. In such cases, bidders shall submit full details and justifications, etc., in Attachment 7 to the bid as indicated in ITB Sub-Clause 9.3 (h) below.

9.3 Bidder shall submit soft copy of following documents by uploading on the portal https://etender.powergrid.in and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 9.1 above along with its Techno - Commercial Part (First Envelope):

(a) Attachment 1: Bid Security or Online Payment Acknowledgement towards Bid Security (if required) or documentary evidence in support of exemption of Bid Security *(submission of Hard Copy in 'Original' for Bid Security and in 'Copy' for documentary proof in support of exemption)*

A bid security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, 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.

(b) Attachment 2: Power of Attorney *(submission of Hard copy in 'Original' and uploading of Scanned Copy)*

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

Scanned copy of above documents shall be uploaded. (refer para 15.4 below)

(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)*

In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with

ITB Clause 2 and is qualified to perform the contract in accordance with **Annexure – A (BDS)**, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure – A (BDS) and shall also include:

The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv)In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Declaration for anticipated change in legal structure/ ownership, if any.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any.

If the opening of the bids pursuant to ITB Clause 20.1 or the ascertainment of qualification pursuant to ITB Clause 23.1 is

carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Sub-clause 21.1, the Bid shall be rejected.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

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 Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

[**Note I**. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]

Unless otherwise mentioned in **BDS**, bids submitted by a joint venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements in Annexure-A (BDS), shall comply with the following requirements:

(i) The bid shall include all the information required for Attachment 3 as described above for each joint venture partner.

(ii) The bid shall be signed so as to be legally binding on all partners.

(iii) One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Form-14 of Section-VI.

(iv) The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader.

(v) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

(vi) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Form-15 of Section-VI, including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.

(vii) The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; and

In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed **Annexure-A (BDS)** for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.

In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per proforma in attachment 8 to supply and/or install that item in the Employer's country; and (iii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause 3.2 and meets the minimum criteria listed for an individual Bidder for that item.

(d) Attachment 4: Eligibility and Conformity of the Facilities *(uploading of Scanned Copy)*

Documentary evidence established in accordance with ITB Clause 3 that the facilities offered by the Bidder in its bid or in any alternative bid (if permitted pursuant to ITB Sub-Clause 9.2) are eligible and conform to the Bidding Documents.

The documentary evidence of the eligibility of the facilities shall consist of a statement on the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of the conformity of the facilities to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

(i) a detailed description of the essential technical and performance characteristics of the facilities;
(ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Fifteen (15) years following completion of facilities in accordance with provisions of contract; and
(iii) a commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative

standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

(iv) All details regarding after sale service support offered.

(v) All details regarding proposed training for Employer's personnel.

(vi) Detailed answers to all the Questions in the Questionnaire, if prescribed in the Bidding Document.

(vii) Details establishing the responsiveness of the offer in accordance with Technical Specification, Volume-II.

(e) Attachment 5: Subcontractors Proposed by the Bidder

The Bidder shall include in its bid details of all major items of supply or services i.e. items, whose price is more than 10% of the Bid Price, that it proposes to purchase or sublet, and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders are free to list more than one Subcontractor against each item of the facilities. Their participation should be confirmed with a letter of intent between the parties, as needed, in Attachment 8. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 2, and that any plant, equipment or services to be provided by the Subcontractor comply with the requirements of ITB Clause 3 and Qualification Requirement for the Bidder, enclosed as **Annexure-A (BDS)** and Qualification Requirement for subcontractors or Sub-vendors given in Technical Specification, Volume-II.

The Employer reserves the right to delete any proposed Subcontractor from the list prior to award of contract, and after discussion between the Employer and the Contractor, the corresponding Appendix to the form of Contract Agreement shall be completed, listing the approved Subcontractors for each item concerned.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

(f) Attachment 5A: (Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises)

The Employer encourages the Contractor to source items, components, raw material, services from Micro and Small Enterprises for development of the Micro and Small Enterprises

The bidder shall furnish the details of the items, components, raw material, services which they propose to buy/avail from Micro and Small Enterprises for the purpose of completion of works.

(g) Attachment 6: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 6 to the bid. The Bidder is required to provide the cost of withdrawal for such deviations. However, the attention of the bidders is drawn to the provisions of ITB Sub-Clause 22.3 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bidder's attention is also drawn to the provisions of ITB Sub-Clause 22.3.1.

(h) Attachment 7: Alternative Bids

(i) Bid with alternative time schedule is not acceptable.

(ii) Except as provided under subparagraph (iii) below, bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design of the facilities as described in the Bidding Documents, and shall further provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

(iii) When bidders are permitted pursuant to ITB Sub-Clause 9.2 to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Technical

Specifications and Drawings. Technical alternatives that comply with the performance and technical criteria specified for the facilities shall be considered by the Employer on their own merits, pursuant to ITB Sub-Clause 24.2.

(i) Attachment 8: Manufacturer's Authorization Form

Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(j) Attachment 9: Work Completion Schedule.
Attach Bar Chart for Work Completion Schedule

Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(k) Attachment 10: Guarantee Declaration.
Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(l) Attachment 11: Information regarding ex-employees of Employer in Bidder's firm.

(m) Attachment 12: Price Adjustment Data

(n) Attachment 13: Declaration regarding Social Accountability

(o) Attachment 14: Integrity Pact *(submission of Hard Copy in 'Original')*

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals along with the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/-.

The required Integrity Pact is automatically generated as Attachment 14-Integrity Pact in the file Attachment (in Excel format). Bidders shall take print out in two copies discussed above and as explained in the Attachment 14-Integrity Pact.

If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Integrity Pact duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid.

(p) Attachment 15: Option for Initial Advance (either Interest Bearing Initial Advance or No Initial 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 in addition to providing the other information as above.

(q) Attachment 16: Additional Information *(uploading of Scanned Copy, as applicable)*

(i) Certificate from their Banker(s) (as per prescribed formats in Form 16, Section-VI: Sample Forms and Procedures) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers.

(ii) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.

(iii) Details of Provident Fund Code Number of the Bidder.

(iv) Any other information which the Bidder intends to furnish.

(v) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any

other Public Sector Undertaking or Government Department or any other Company, in any country.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

(r) Attachment 17: Declaration for tax exemptions, reductions, allowances or benefits

(s) Attachment 18: Safety Pact *(submission of Hard Copy in 'Original')*

The Bidder shall complete the accompanying Safety Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be submitted by the Bidder in two (2) originals along with the Techno - Commercial Part in a separate envelope, duly superscripted with 'Safety Pact'. The Bidder shall submit the Safety Pact on a non-judicial stamp paper of Rs. 100/-.

Bidders shall take print out in two copies discussed above and as explained in the Attachment 18- Safety Pact.

If the Bidder is a partnership firm or a consortium, the Safety Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Safety Pact duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.

(t) Attachment 19: Declaration

(u) Attachment –20: Declaration of Key Managerial Person jointly with Power of Attorney holder

10. Bid Form and Price Schedules

10.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents as indicated therein, following the requirements of ITB Clauses 11 and 12.

11. Bid Prices

11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding

Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities including supply of mandatory spares (if any). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 6 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 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:

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 5	Taxes and Duties not included in Schedule 1 to 4
Schedule 6	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.

11.3.1 The bid price for the items for which quantities have been estimated by the Employer shall be governed based on the unit price quoted by the bidder.

11.3.2 The bid price for which the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ) /Billing breakup of lumpsum quantities/lot/Set and/or (ii) estimated by the bidder shall be for on account payment purpose only. In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lumpsum bid price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the bidder, the lumpsum bid price shall remain unchanged and no deduction shall be made from the lumpsum price due to such reduction of quantities.

HSN/SAC has not been indicated for lumpsum quantities/lot/Set as each of these consists of many items for which billing break up shall be furnished during contract execution. For the purpose of evaluation, the bidder has to indicate the rate of GST applicable on these items. As it is possible that the incidence of GST on each of these items may be different, provision has been made in the price schedules for quoting the bid price in different categories based on the incidence of GST. The bidder shall accordingly quote price in different tax categories. HSN /SAC for these items shall be furnished along with billing breakup prior to payment for these items. 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.

11.3.3 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder by Employer.

11.3.4 Set/Lot/Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications.

11.4 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.) 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.

(e) 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.

(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 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 -5

(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 7 and Discount, 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.

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

11.4.1 To enable the bidders for effecting reductions in the prices already filled up in Price Schedules by way of discounts, the work sheet titled 'Letter of Discount' is included as part of price Schedules. Bidder can effect the reductions by filling up the discount either on lump sum basis or percent basis, which can be made applicable either on the total price or one or more of the price schedules.

The Bidder may note that in case he chooses to offer multiple discounts as per Sl. No. 1 to 4 in the work sheet "Letter of Discount", all discounts shall be applicable simultaneously on the base prices of respective items on which the bidder has offered the discount(s) i.e., all the discounts shall be considered together on the Quoted Prices of such items (as quoted by the bidder without discount). Accordingly, the reduced prices shall be displayed in the work sheet "Sch-6 (After Discount)"

11.5 The prices shall be in accordance with the following:

Adjustable Price: Prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, etc. in accordance with the procedures specified in the corresponding Appendix – 2 to the Form of Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation. Bidders are required to indicate the source of labour & materials indices in Attachment 12.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees Only.

13. Bid Security

13.1 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.

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

13.2 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. The format of the bank guarantee 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.

Alternatively, if bid security is to be submitted in favor 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.powergrid.in. While making online payment towards Bid Security, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

Payment Category	EMD
Sub-category	EMD payment-CC#
Name of Depositor	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*
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (*vendor code of the Sole bidder or the lead partner of the Joint Venture*)
Payment Remarks	Bid Security for 400kV GIS SUBSTATION PACKAGE **SS-144**

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.

13.3 Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1), except as exempted at 13.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4. The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid.

13.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 35 are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 34, and has furnished the required performance security, pursuant to ITB Clause 35.

13.6 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(b) 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 and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or

(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

(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

(e) in the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) to sign the Contract Agreement, in accordance with ITB Clause 34, or

(ii) 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.

13.7 No interest shall be payable by the Employer on the above Bid Security.

14. Period of Validity of Bid

14.1 Bids shall remain valid for the period of six months after the date of opening of Techno - Commercial Part i.e. First Envelope, prescribed by the Employer, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

14.2 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. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

15. Format and Signing of Bid

15.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 9.0 and submit the bid in following manner:

First Envelope:

(i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.

These Electronic Forms/Templates shall be viewable by all the participating bidders after opening of First Envelope bids.

The soft copy of the bid consisting of the documents listed in ITB Clause 9 including relevant scanned documents (refer ITB Clause

15.4) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

At the time of submission of the bid, Bidders are required to make sure that the First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded along with the bid. (*Please refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).

(ii) Hard copy of followings:

a) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5;
b) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II;
c) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
d) Power of Attorney as per Clause 9.3 (b);
e) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement;
f) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope**.**
g) Any other document further specified in the BDS duly signed and stamped on each page

Second Envelope:

(i) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.

These electronic forms/templates shall be viewable by all the participating bidders after opening of Second Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder in this electronic form, the Employer reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents.

The soft copy of the price schedules as per ITB Clause 11 to be uploaded on the portal. Submission of Soft Copy of any documents by

any other means shall not be accepted by the Employer in any circumstances.

At the time of submission of the bid, Bidders are required to make sure that the Second Envelope excel with file named "**Price_schedule**" must be uploaded alongwith the bid. (*Please refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).

15.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

15.3 The Bidder shall furnish information as described in the last paragraph of the Bid Form on commissions or gratuities, if any, paid or to be paid to agents relating to this bid, and to contract execution if the Bidder is awarded the contract.

15.4 The List of following documents shall be scanned & uploaded on the portal as per table given below:

S. No.	**Description of Documents**	**Name of File to be uploaded on the portal**
1.	Power of Attorney	poa.pdf
2.	DD against Bidding Document fee	dd.pdf
3.	Constitution of legal status	legal.pdf
4.	Declaration for anticipated change in legal structure/ ownership	decl_legal.pdf
5.	The principal place of business	principal.pdf
6.	The place of Incorporation or the place of registration and the nationality of the owner	incorporation.pdf
7.	Technical Experience certificate issued by utility	techexp.pdf
8.	Financial Balance Sheets (for last five years)	balsheet.pdf
9.	Declaration in regard to Financial re-structuring	Decl_Fin_re_struc.pdf
10.	Technical GTP	gtp.pdf
11.	Type Test Report	ttreport.pdf
12.	Bank Certificate	bank.pdf
13.	Manufacturer Authorization	manuauth.pdf
14.	Work Schedule (BAR Chart)	barchart.pdf
15.	Guarantee Declaration	guarantee.pdf

S. No.	Description of Documents	Name of File to be uploaded on the portal
16.	Documentary Evidence for Base Price Indices	pvindex.pdf
17.	Cancelled Cheque	cheque.pdf
18.	MSE_registration certificate	MSE_registration certificate.pdf
19.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf
20.	MSE owned by women	MSE_Women certificate.pdf
21.	Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf
22.	Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf
23.	Other Documents	other.pdf

1. Bidder may put three (03) characters suffix for each file preceded by an 'under-score' for their identification. (Example- poa_xyz.pdf)

2. In case more file are to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf……)

3. For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'under score' and suffix as name of document in short. (Example – other_ISO certificate1_xyz.pdf, other_ISO certificate2_xyz.pdf …….)

4. For other types of files supported on the portal, please refer the related provisions on the portal.

D. Submission of Hard Copy of Bids

16. Sealing and Marking of Bids

16.1 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), Bid Security or Online Payment Acknowledgement or documentary evidence in support of

exemption of Bid Security (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.

Envelope – 1: Bidding Document fee / 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

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

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.

16.2 The envelope shall

(a) be addressed to the Employer at the address given in the **BDS**, and

(b) bear the contract name indicated in the **BDS**, the Invitation for Bids title and number indicated in the BDS, and the statement "Do Not Open Before [*date*]," to be completed with the time and date specified in the **BDS**, pursuant to ITB Sub-Clause 20.1.

16.3 DD or Online Payment Acknowledgement towards Bidding Document or documentary evidence in support of exemption of Document fee, Bid Securities or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of

exemption of Bid Security, Integrity Pact and the Safety Pact in original shall be submitted in separate superscribed envelopes (one for DD towards Bidding Document, one for Bid Security, one for Integrity Pact and one for Safety Pact) alongwith First Envelope.

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."

In case, pursuant to Ministry of Finance, GOI's Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope. The Account details of POWERGRID for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.
State Bank of India, 4th & 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001	SBIN0017313	10813608670
ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram	ICIC0002451	000705002702

Note: *Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.*

In case of Bank Guarantee (towards Bid Security) verification through SFMS facility of ICICI Bank, the applicant has to also provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.

In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in ITB Clause 13.

16.4 If the envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Employer will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Soft copy part 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 Bid Security in accordance with clause 13 of ITB, Section-II in separate envelope, Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) 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.

17.2 The Employer may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

Further the Employer also reserves the right to extend bid submission timeline or recall the tender if e- Procurement server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.

17.2.1 Notwithstanding above, the Employer may, at its discretion, extend the deadline for submission of soft part of the bids from 1100 hrs (IST) to 1500 hrs (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e. 1100 hrs (IST) on the last day of the aforesaid deadline. Any request received by the Employer thereafter i.e. beyond 1100 hrs (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only

once in the first such instance and no further extension on this account beyond 1500 hrs (IST) as above shall be given by the Employer.

The e-mail IDs for aforesaid purpose are mentioned in BDS:

18. Late Bids

18.1 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.

In case Hard copy part of the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the BDS, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission if Bid security in line with ITB 13.1, submission of hard copy part after the deadline for submission of the same prescribed by the Employer in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

19. Modification and Withdrawal of Bids

19.1 Bidder may modify its bids through the relevant provisions on the portal https://etender.powergrid.in. The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Employer prior to the deadline prescribed for bid submission.

19.2 The Bidder's modifications shall be done and submitted as follows:

(i) Modified Electronic form of the bid as per the provision of portal therein.

(ii) Soft copy of the entire bid if any modification is there.

19.3 Bidder may withdraw its bid through the relevant provisions of portal only.

19.4 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 forfeiture of its bid security, pursuant to ITB Sub-Clause 13.6.

E. Bid Opening and Evaluation

20. Opening of First Envelope by Employer

20.1 The Employer will open the First Envelope i.e. Techno – Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 19, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the **BDS**. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidder who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.

20.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first. Bids withdrawn pursuant to ITB Clause 19 shall be not be opened.

20.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security, Integrity Pact, Safety Pact and any such other details as the Employer may consider appropriate, will be get declared through the Portal by the Employer. Subsequently, all envelopes marked "Modification" shall be opened. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18. Soft copy of the bids shall be send to archive unopened. However, opening of bid, whether or not accompanied with the Tender fee and/or 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 this Section-II.

On behalf of Employer, the Integrity Pact and Safety Pact will be signed by its representative at the time of Bid Opening. One original of the Integrity Pact and Safety Pact will be retained by Employer and the other original will be returned to the representative of the bidders present during bid opening. If the Bidder's representative is not present during the Bid Opening, the other original shall be sent to the bidder by post/courier.

20.4 The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present in accordance with ITB Sub-Clause 20.3.

20.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be send to archive unopened.

21. Clarification of Bids

21.1 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) and (u) 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 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 or 13.1, documentary evidence with regard to MSE owned by SC/ST entrepreneurs 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.

In case of non submission of documents related to/identified in Attachment-11 {'Information regarding ex-employees 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.

22. Preliminary Examination of <u>First Envelope</u>

22.1 The Employer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within

the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected.

Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid.In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

22.2 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 24.

22.3 Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

22.3.1 Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 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) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.

22.3.2 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Sub-Clause 22.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

I. Bid Form
II. Attachment-6 : Deviations
III. Technical Data Sheet
IV. Any other part of the bid

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to IV above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to IV above), and so on.

22.4 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

23. Qualification

23.1 The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Annexure – A (BDS) to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding.

Notwithstanding the above, criteria as per ITB Clause 23.2 shall also be required to be met.

The Employer also reserves the right to verify the Qualification data requirement by physical visit, and/or through Indian Embassy in case of data of foreign origin, or any other means as it may consider appropriate.

23.2 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 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).

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:

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 Employer 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.

Non-reporting of any accident to the Employer in any ongoing 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.

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 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.

23.3 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

23.4 An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

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.

23.6 For all above purposes, Employer shall be sole judge in this regard.

24. Evaluation of Techno - Commercial Part (<u>First Envelope</u>)

24.1 The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

(a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

(b) achievement of specified performance criteria by the facilities

(c) compliance with the time schedule called for in the corresponding Appendix to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid;

Time schedule (program of performance)

The plant and equipment covered by this bidding shall have the 'Taking Over' by the Employer after successful Completion within the period specified in **BDS**. Bidders are required to base their prices on the time schedule given in Appendix 4 to the Form of Contract Agreement (Time Schedule) or, where no time schedule is given in Appendix 4, on the Completion date(s) given above. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

(d) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services

(e) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.

(f) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.

(g) details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.

(h) The acceptability of the vendors and subcontractors proposed in Attachment 5 to be used by the Bidder will be evaluated. Should a vendor or subcontractor, for the items other than those covered under Annexure-A (BDS), be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

24.2 Where alternative technical solutions have been permitted and offered in Attachment 7 to the bid, the Employer will make a similar evaluation of the alternatives, which will be treated in the technical and commercial evaluations as if they were base bids. Where alternatives are not permitted, but have in any event been offered, they shall be ignored.

25. Opening of Second Envelope by Employer

25.1 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24. Such Bidders shall be intimated through portal only about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Employer to such Bidders and the Second Envelope submitted by them shall be sent to archive unopened and the bid security shall be returned.

25.2 The Employer will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 25.1 above may view online tender opening on the portal from their end.

25.3 The bidders' names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per Electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract as provided in ITB Clause 31.

25.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 25.3.

25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26. Conversion to Single Currency

26.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

27. Evaluation of Second Envelope (Price Part)

27.1 The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If

there is a discrepancy between words and figures, the amount in words will prevail.

If there is a discrepancy between the quantity specified by the Employer and the quantity indicated by the bidder in any price schedules, the quantity specified by the Employer shall prevail and shall be corrected accordingly.

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

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. If the bidder has left the cells for confirmation of HSN/SAC code and/or corresponding rate of GST "blank", the HSN/SAC code and/or corresponding rate indicated by the Employer shall be deemed to be the one confirmed by the Bidder. The GST rate and amount so ascertained by the Employer for the said HSN/SAC code shall prevail.

The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder for each item in the bid/schedules.

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST

reimbursable to the bidder/Contractor 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.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

27.3 The comparison shall be on the total price in Price Schedule No. 6 (After Discount) and considering applicable discount offered by the bidder in different manner at s. no. 6 of "Letter of Discount", if applicable.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.4 & 27.5.

27.4 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule Nos. 1 through 5 (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

(a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Envelope, and other deviations and omissions not so identified;

(b) the functional guarantees of the facilities offered;

Bidders shall state the functional guarantees (e.g., performance, efficiency, consumption) of the proposed facilities, named in the **BDS,** in response to the Technical Specifications. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids

offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(c) the performance of the equipment offered;

Bidder shall state the guaranteed performance or efficiency of the Equipments, named in the **BDS**, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(d) the extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;

(e) any other relevant factors listed in **BDS**.

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

27.5 Pursuant to ITB Sub-Clause 27.4, the following evaluation methods will be followed:

(a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations whether material or minor identified in the evaluation of First Envelope, the cost of withdrawal indicated by the bidder in Attachment-6 of the First Envelope will be used. If such a price is not given except for material deviation, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non- responsive and shall not be considered further.

(b) Functional Guarantees of the facilities

For the purposes of evaluation, the adjustment specified in the Technical Specifications will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of one hundred (100) or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Technical Specifications.

(c) Performance Guarantees of the Equipments

For the purposes of evaluation, the adjustment specified in the **BDS** will be added to the bid price.

(d) Work, services, facilities, etc., to be provided by the Employer

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

27.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per ITB Sub Clause 27.2 shall remain unaltered.

28. Purchase/ Domestic Preference

28.1 Purchase Preference as admissible under the policy of Government of India in vogue will be allowed to Central Public Sector Enterprises in evaluation and comparison of bids.

29. e-Reverse Auction (e-RA)

29.1 The electronic Reverse Auction (e-RA) shall be conducted for further reduction in the price in the manner as indicated herein below.

29.2 Based on "Evaluated Bid Price" determined pursuant to ITB Sub Clause27.6, the Bidders shall be ranked in an ascending order. Basis such ranking, the lowest ranked N/2 bidders (in case "N' is even) or (N+1)/2 bidders (in case 'N' is odd), subject to minimum of three (03) bidders, shall be invited to participate in the e-Reverse Auction (e-RA), where 'N' is the number of bidders whose bids have been found

to be responsive and their "Evaluated Bid Price" has been determined in accordance with ITB Sub Clause 27.6.

29.3 However, in case only bids of two bidders are found to be responsive whose "Evaluated Bid Price" has been determined in accordance with ITB Sub Clause 27.6, the e-RA would be carried out with both the parties.

29.4 The Applicable Ceiling Price for e-RA for bidders shall be "Evaluated Bid Price" determined in accordance with ITB Sub Clause27.6.During e-RA, these Bidders shall be permitted to place their prices lower than the Applicable Celling Price.

29.5 The e-RA shall be conducted on a designated electronic platform of any Application Service Provider (hereinafter referred to as "ASP"), for and on behalf of the Employer.

29.6 The ASP, as and when authorized by the Employer, will intimate the bidders, regarding details of electronic platform, procedure/ modality of e-RA process and other details, prior to e-RA.

29.7 Notwithstanding above, the bidder(s) who either do not submit the requisite compliances for e-RA do not participate in e-RA, their original price bid as opened, if valid, shall be considered for evaluation.

29.8 The Employer shall be the sole judge in this regard.

30. Confidentiality and Contacting the Employer

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

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

F. Award of Contract

31. Award Criteria

31.1 Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in Annexure-A (BDS) to perform the contract satisfactorily.

31.2 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 his bid security forfeited.

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

31.3 The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

31.4 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-Clause 2.1 and briefly indicated below:

31.4.1 The award shall be made as follows:

(i) First Contract *(Supply of Goods)*: For Ex-works supply of all equipments and materials including mandatory spares and Type Tests to be conducted (whether in India or abroad).

(ii) Second Contract *(Supply of Services)*: For providing all services i.e. inland transportation for delivery at site, In-transit insurance, unloading, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipments supplied under the "First Contract", Training to be imparted (whether in India or abroad) and any other services specified in the Contract Documents.

Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

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

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

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

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Employer will promptly discharge the bid securities, pursuant to ITB Sub-Clause 13.4 & 13.5.

34. Signing the Contract Agreement

34.1 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 provided in the Bidding Documents, incorporating all agreements between the parties.

34.2 The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.

35. Performance Security

35.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the **BDS** and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture.

35.2 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 forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

36. Fraud and Corruption

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

(a) defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of Employer official(s) in the procurement process.

(ii) "Fraudulent Practice'" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Employer of the benefits of competitive prices.

(iii) "collusive practice" shall also include an arrangement between two or more parties designed to achieve an

illegitimate purpose to the detriment of interest of Employer.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" means

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

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

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

(d) 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.

----- End of Section-II (ITB) ----