**Ref: SRTS-II/C&M/I-3009/2025/** Date**: 25.07.2025**

**Package Name: Supply of Towers for 400kV interconnection line between KKNPP-1&2**

**and KKNPP-3&4**

**Sub: Amendment- I to Bidding Document -Reg**

The qualifying requirement, EMD provision, TS of package has been modified and amended bid documents are published as per the details below**.**

| **No.** | **Description** | **Ref. Cl. no.** | **As per Published Bid document** | **As per proposed Amendment-I** |
| --- | --- | --- | --- | --- |
| 1 | Qualifying  requirements | Cl.3 of buyer added bid specific terms and conditions. | “Qualifying requirements." | Replaced with Qualifying requirements  (Rev-1). |
| 2 | EMD | EMD detail /  (a)EMD exemption under bid details. | (EMD)- Rs. 11,27,000/-.  (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. | 1. EMD exemption The bidder seeking EMD exemption must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.     The following clause is supplemented for t the clause regarding “EMD”.  For Non-MSE bidders & MSE traders, **“Bid security declaration**” needs to be attached as per the format provided during bid submission and EMD to be paid by successful (L1) bidder before award**.** |
| 3 | TS | “Specification document” under bid details. | “Specification Document” (TS) under technical specification of the bid details. | Revised Technical “Specification document” are as below :   1. Std. Specification of transmission line Sec-II- General technical conditions(GTC) 2. Std. Specification of transmission line   Section IVC(Tower materials & fabrication).   1. Appendix-III-Standard Manufacturing Quality plan   Same has been attached in “buyer uploaded ATC document (Cl 2 -“Buyer added bid specific ATC- under buyer added specific terms and conditions.)  **This shall supersede the TS attached in ‘Specification Document’ of the bid.** |
| 4 | TS | Cl. 1.7 of Specification document under bid details. | **As per Cl.1.7.**-(Quality assurance programme**)** | **Cl 1.4** (Quality assurance programme) of **revised technical specification document** attached in “buyer uploaded ATC document (Cl 2 -“Buyer added bid specific ATC- under buyer added specific terms and conditions.) is supplemented with the following clause:  Bidders meeting Qualifying Requirements of subject package shall have valid Manufacturing Quality Plan (MQP) approved by POWERGRID and the Materials indented to be supplied for the subject package shall be from the approved works / plant.  In case of non-availability of valid MQP, the works / plant of the bidder shall be assessed by POWERGRID before opening of price bid. In this regard, the short-listed bidders who meets the QR requirement of the subject package shall have to submit their request along with their bid, all necessary documents (As per the list enclosed) required for assessment of their plant by POWERGRID. In case of any shortfall in the documents, upon intimation from POWERGRID, the bidder shall submit the same within One Week (seven days) from the date of intimation for review. In case of failure of the bidder to submit the requisite documents within the stipulated time, the bid shall be considered non-responsive / rejected without any further intimation.  Approval of POWERGRID shall be based on the verification of the documents submitted and/or after the physical assessment of the works as the case may be. The physical assessment conducted by POWERGRID shall be on a chargeable basis, if any.  Bidder shall extend necessary co-operation to complete the assessment and the entire process of MQP approval by POWERGRID within 30 (Thirty) days from the date of intimation for assessment.  However, bidder’s non-cooperation / failure to provide the requisite documents to enable and compete the assessment procedure within the stipulated time of 30 (Thirty) days, the bid submitted shall be rejected and shall not be considered for opening of price bid.  Price Bids of bidders shall be opened upon successful assessment of plant / works only. Approval of plant / work shall be valid for subject package only. |

**Encl:**

**1. Bid securing declaration Format for Non-MSE Bidders** –



**2. Form of Joint Deed of Undertaking by the tower manufacturer along with the bidder/ Contractor.**



**3. Revised Technical Specification**



All the bidders shall take a note of the above amendment and submit their bids as per the amended document.

Save and except above, all other terms and conditions of the bidding document remains unchanged.

**INSTRUCTION TO BIDDERS (ITB)**

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**INSTRUCTION TO BIDDERS (ITB)**

**Preamble**

This section of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission and uploading the bid on portal [*https://gem.gov.in*](https://gem.gov.in) on line bid opening, evaluation and on contract award. This Section contains provisions that are to be used unchanged unless BDS, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of ITB & BDS, the provisions of BDS 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 General Conditions of Contract and/or Special Conditions of Contract.

Bidders may note that the Purchaser has uploaded its 'Works & Procurement Policy and Procedure‟ (Vol.-I & II) along with its Updation/ Modification/Amendment1 thereof on POWERGRID's website. Those Bidders who wish to peruse the same may visit [**www.powergrid.in**](http://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 Purchaser on the basis of the same. The respective rights of the Purchaser and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Purchaser 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 and the BDS of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Bangalore shall have exclusive jurisdiction.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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”*.

**Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

1. “e-Tender through GeM portal” will have the same meaning as of “Bid”.

**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 Purchaser named in the **BDS**.

1. **Eligible Bidders**

2.1 This Invitation for Bids, issued by the Purchaser 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 Purchaser.

Further, the firm has to be a ‘Class-I local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.

Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ as mentioned in the bid:

‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to or more than 60%.

Firms who are not ‘Class-I local supplier’ shall not be eligible to bid.

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term ‘entity’ of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

The ‘Class-I local supplier’ shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class-I local supplier’ and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the ‘Class-I local supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further in case price reduction during e-RA, the ‘Class-I local supplier’ shall ensure that the item offered meets the Local Content requirement considering the revised prices.

Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33.

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

For the aforesaid purpose,

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

(ii) “Bidder from a country which shares a land border with India” for this purpose means:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian ( or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation-

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

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

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

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

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

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

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

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

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

Firms, who are executing contract(s) or has executed contract(s) in the past for the Purchaser (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Purchaser of such event as below:

| **Sr. No.** | **Event** | **Period for which bid(s) shall be considered as non-responsive/ not eligible** |
| --- | --- | --- |
| **1.** | **Termination of Contract due to Contractor’s default.** | **1 year** |
| **2.** | **Encashment of CPG due to non-performance.** | **1 year** |
| **3.** | **Repeated failure of major Equipment while in service.** | **To be determined on case to case basis** |
| **4.** | **Substantial portion of works (more than 50% of the Contract\*) is sub-contracted, under an existing Contract.** | **1 year** |
| **5.** | **More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor.** | **1 year** |
| **6.** | **Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*** | **Till the firm comes out of Resolution process** |

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

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

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

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

2.3 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:

1. they have a controlling partner in common; or
2. they receive or have received any direct or indirect subsidy from any of them; or
3. they have the same legal representative for purposes of this bid; or
4. 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 Purchaser regarding this bidding process; or

a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure – A (BDS)] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or

1. 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
2. A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser as Project Manager for the contract.

2.4 The Bidder, directly or indirectly shall not be a dependent agency of the Purchaser.

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

1. **Eligible Goods and Related Services**

3.1 For the purposes of these Bidding Documents, the words “goods” includes commodities, raw materials, machinery, equipment and industrial plants and “related services” and “related services” include services such as insurance, installation, training and initial maintenance, if specified in the scope of work..

3.2 All the Goods and Related Services to be supplied 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 Purchaser.

3.3 For purposes of this clause, “country of origin” means the place where the goods have been mined, grown, produced, manufactured or processed; or through manufacturing, processing or substantial assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

1. **Cost of Bidding**

4.1 The bidding document fee is not applicable for the package.

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 Purchaser 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 GeM e-tendering portal [*https://gem.gov.in.*](https://pgcileps.buyjunction.in/)

1. **The Bidding Documents**
2. **Content of Bidding Documents**

5.1 The goods and related services 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:

GeM Bid & GeM ATC

Documents comprising GeM Bid as below:

|  |  |
| --- | --- |
|  | GeM Bid & GeM ATC |
| 01 | Instructions to Bidders (ITB) & Bid Data Sheet (BDS) |
| 02 | General Conditions of Contract (GCC) |
| 03 | Special Conditions of Contract (SCC) |
| 04 | Scope of Work ,Technical Specifications & Tender Drawings |
| 05 | Attachments to Be Submitted |
| 06 | QR |
| 07 | Sample Forms & Procedure |

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 Special conditions of contract & as per “Technical Specifications”.

1. **Clarification of Bidding Documents; and Pre-Bid Meeting**

6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser through the provisions made on the portal *https://gem.gov.in.* However*,* 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 Purchaser’s mailing address indicated in the **ITB 1.1**.

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 Purchaser will respond through the portal [*https://gem.gov.in*](https://pgcileps.buyjunction.in/) to any request for clarification or modification of the Bidding Documents that it receives no later than Fifteen (15) days (unless otherwise specified in **BDS**) prior to the original deadline for submission of bids prescribed by the Purchaser. The Purchaser 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. Purchaser’s response (including an explanation of the query but not identification of its source) will be uploaded on portal [*https://gem.gov.in*](%20https://gem.gov.in%20) whereall the bidders can seeclarification/reply to query.

6.2 The Bidder is advised to visit and examine the site where the facilities are to be supplied 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 Purchaser 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 Purchaser 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 Pre-Bid Meeting:

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 here below:

**Date of pre-Bid meeting: XX.05.2025**

**Venue: SR-II, RHQ**

Power Grid Corporation of India Limited,

Southern Region-II , Regional Head Quarter,

Near RTO Driving Test Track,

Singanayakanahalli, Yelahanka Hobli,

Bangalore – 56064

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 Purchaser 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 Purchaser 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.

1. **Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Purchaser 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://gem.gov.in.* The communication/alert regarding thenotification of amendment shall also be sent by the portal directly to all the prospective bidders. 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 Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify through portal *https://gem.gov.in* whereall prospective bidders may seethe extended deadline.

In case of extension of deadline for the submission of bids by the Purchaser for reasons inter-alia including the above, prospective bidders can download the Bidding Documents from the portal *https://gem.gov.in*, as per the provisions available therein, before such extended deadline.

1. **Preparation of Bids**
2. **Language of Bid**

8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Purchaser 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.

1. **Documents Comprising the Bid**

9.1 The bid shall be submitted by the Bidder under GeM portal “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 Technical Bid) and Second Envelope (also referred to as Offer Price) shall comprise of the following documents:

**First Envelope/** Technical Bid**:**

1. Bid Form (First Envelope) duly completed and signed by the Bidder, together with all Attachments & Technical Data Sheets (available in GEM Bid) as uploaded on the portal [*https://gem.gov.in*](https://pgcileps.buyjunction.in/) andidentified in ITB Sub-Clause 9.3below.
2. Hard copy of the following documents submitted at the address mentioned at 1.1 above:
   1. Bid Security (in Original) or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II,
   2. Integrity Pact (in Original) in accordance with clause 9.3 (k) of ITB, in separate envelope;
   3. Power of Attorney as per Clause 9.3 (b);
   4. ~~In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement~~

* 1. Certificate towards local content in accordance with clause 2.1,
  2. Certificate towards order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order),
  3. Any other document further specified in the **BDS** duly signed and stamped on each page.

**Second Envelope:**

Second Envelope (offer Price) Bidis to be filled on-line for prices against the various Line Items under different Heads on the GeM portal *https://gem.gov.in.*

9.2 Bidders shall note that no alternative bids are permitted.

9.3 Bidder shall submit soft copy of following documents by uploading on the portal [*https://gem.gov.in*](https://pgcileps.buyjunction.in/) and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 9.1 above along with its Technical Bid (First Envelope):

Apart from prices which shall be offered ONLY through the GeM portal, the additional following documents shall also be submitted by the bidder which forms a part of their response:-

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

1. Bidder’s Eligibility and Qualifications (Uploading of Scanned Copies of documentary evidence *in support of Bidder’s qualification.*

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 Purchaser’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 Purchaser’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.

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 Purchaser’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 inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.3

[**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.

1. Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in 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.

1. Manufacturer Authorization form - Attachment-5: Declaration by Manufacturer
2. Work Completion Schedule (Format enclosed at Attachment-6)
3. Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises (Format enclosed at Attachment-7)

The Purchaser encourages the Supplier 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.

1. Guarantee Declaration (Format enclosed at Attachment-8)
2. Information regarding ex-employees of Purchaser in Bidder’s firm. (Format enclosed at Attachment-9)
3. Declaration regarding Social Accountability (Format enclosed at Attachment-10)
4. Integrity Pact ~~(submission of Hard Copy in “Original‟ and uploading of Scanned Copy as per the format enclosed at Attachment-11)~~

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 Technical Bid 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/-.

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.

1. Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises. Scanned copy of Sample Cheque (Cancelled), PAN Card, GST Certificate shall also be uploaded.
2. Additional Information *(uploading of Scanned* *Copy, as applicable)*
3. Certificate from their Banker(s) 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 Purchaser may make queries with the Bidders‟ Bankers.
4. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.
5. Details of Provident Fund Code Number of the Bidder.
6. 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
7. Any other information which the Bidder intends to furnish.

Scanned copy of above documents shall be uploaded.

1. Declaration of Tax exemptions, reductions, allowance or benefits (Format enclosed at Attachment-14)
2. Declaration (Format enclosed at Attachment-15)
3. Declaration of Key Managerial Person jointly with Power of Attorney holder (Format enclosed at Attachment-16)
4. Declaration by the bidder regarding events encountered pursuant to ITB Clause 2.1 (Format enclosed at Attachment-17)
5. Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (submission of Hard Copy in ‘Original’), to be submitted on a non-judicial stamp paper of Rs. 100/-. (Format enclosed at Attachment-18)

In line with the PPP-MII Order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, indicating the percentage of Local Content and certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order, on a non-judicial stamp paper of Rs. 100/-.

Further, Self-certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate

1. Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII Order and MoP Order, if applicable (submission of Hard Copy in ‘Original’) to be submitted on the letter head of the auditor/ cost accountant/chartered accountant. (Format enclosed at Attachment-19)

In line with the PPP-MII Order and MoP Order, the bidder shall submit certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, on the letter head of the auditor/chartered accountant.

Further, auditor’s/ accountant’s certificates (as the case may be) submitted by the Bidder may be may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.

1. Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA
2. Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products (submission of Hard Copy in ‘Original’) to be submitted on a non-judicial stamp paper of Rs. 100/-.(Format enclosed at Attachment-21)

Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published “ Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement”.

The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any.

In line with the aforesaid policy mentioned above, the bidder shall submit the Affidavit of self-certification, in original, to POWERGRID declaring that the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs. 100/-.

In case the Iron & Steel Products are sourced by the bidder, then the Affidavit of self-certification shall be issued by the bidder. Further, in case the Iron & Steel Products are also to be sourced from Domestic manufacturers other than the bidder, the Affidavit of self-certification shall be issued by the said Domestic Manufacturer(s).

Bidder’s failure to submit the Affidavit of Self certification 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.

Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and POWERGRID.

1. Certification by the Bidder as per DoE Order in line with ITB Clause 2.1. /-. (Format enclosed at Attachment-22)
2. Bid Form and Price Schedules

10.1 The Bidder shall fill prices Online in GeM portal *https://gem.gov.in* as per provision in GeM

1. **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 Contractors 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 Purchaser 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 4 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Bidder shall quote their prices INCLUSIVE of GST. Further, Bidder shall quote their price ONLY on GeM portal *https://gem.gov.in*. BoQ provided to Bidder is only for reference purpose. If any bidder uploads its prices in the BoQ and submits along with scanned documents, its bid shall be rejected.

Before award, L1 Bidder will be required to submit Unit Rates for Items as per BOQ along with HSN/SAC Code & GST Rate

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.

* 1. 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.

1. The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement. Bidder shall further note that the Purchaser shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor’s Plant and Machinery.
2. Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Purchaser. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Purchaser will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 14 as per the format enclosed in the Bidding Documents
3. Purchaser shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.

11.5 The prices quoted shall remain firm during the currency of the contract and no price adjustment shall be applicable

1. **Bid Currencies**

12.1 Prices shall be quoted in Indian Rupees Only.

1. **Bid Security**
   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

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid.

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. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

* 1. 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 upto 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](http://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-SR-II# |
| 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 ………….. [enter the name of the package] |

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.

* 1. Any bid not accompanied by an acceptable bid security, except as exempted at 13.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4.
  2. 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
  3. 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
  4. The bid security may be forfeited

1. if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
2. 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
3. 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
4. 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
5. in the case of a successful Bidder, if the Bidder fails within the specified time limit
   1. to sign the Contract Agreement, in accordance with ITB Clause 34, or
   2. 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
   3. No interest shall be payable by the Employer on the above Bid Security.
6. **Period of Validity of Bid**

14.1 Bids shall remain valid for the period of **six months** after the date of opening of Technical bid, prescribed by the Purchaser, pursuant to ITB. A bid valid for a shorter period shall be rejected by the Purchaser as being non-responsive.

14.2 In exceptional circumstance, the Purchaser may solicit the Bidder’s consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.3 shall not be applicable. A Bidder granting the request will not be required or permitted to modify its bid.

1. **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/ as per provision in GeM bid:

First Envelope (Technical Bid) :

(i) The soft copy of the bid consisting of Technical data sheet/ catalogs and the documents listed in ITB Clause 9 including relevant scanned documents (refer ITB Clause 15.4) shall be uploaded through the GeM portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.

(ii) Hard copy of followings:

1. Bid security
2. Integrity Pact ~~(in Original) in accordance with clause 9.3 (k) of ITB, in separate envelope and~~
3. Power of Attorney as per Clause 9.3 (b).
4. Any Undertaking (in Original), if applicable;
5. Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order.
6. Affidavit towards order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).
7. Any other document further specified in the BDS duly signed and stamped on each page.

**Second Envelope:**

(i) The offer Price to be filled on-line for prices against the various Line Items under different Heads on the GeM portal *https://gem.gov.in*. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.

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

|  |  |
| --- | --- |
| **S.**  **No.** | **Description of Documents** |
|  | Bid Security |
|  | Power of Attorney |
|  | Constitution of legal status |
|  | Declaration for anticipated change in legal structure/ownership |
|  | The principal place of business |
|  | The place of Incorporation or the place of registration and the nationality of the owner |
|  | Technical Experience certificate issued by utility |
|  | Financial Balance Sheets (for last five years) |
|  | Declaration in regard to Financial re-structuring |
|  | Technical GTP |
|  | Type Test Report, if any |
|  | Bank Certificate |
|  | Manufacturer Authorization-Not Required |
|  | Work Schedule (BAR Chart) |
|  | Guarantee Declaration |
|  | Cancelled Cheque |
|  | MSE\_registration certificate with Udayam |
|  | MSE owned by SC/ST entrepreneurs |
|  | MSE owned by women |
|  | PPP-MII declaration in a Rs.100 non judicial stamp paper |
|  | And soft copy of documents which are required to be attach/submit as per ITB 9.3 |
|  | Other Documents if any |

1. **Submission of Hard Copy of Bids**
2. **Sealing and Marking of Bids**

16.1 The Bidder shall upload the soft copy of the bid as per the provisions of the GeM portal (refer para 15.1 & 15.4 above) and submit the hard copy of Integrity Pact, Power of Attorney, Joint Venture Agreement (if applicable) and Power of Attorney of Joint Venture Agreement (if applicable) and any other documents as required (refer para 15.1 above), duly marked First Envelope (Technical Bid) in the following manner.

Envelope – 1: Bid Security

Envelope – 2: Integrity Pact

Envelope – 3: Power of Attorney and any other documents as required (refer para 15.1 above).

Envelope - 4: Affidavit of Self certification regarding Minimum Local Content under PPP-MII Order and MoP Order., if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII Order and MoP Order., if applicable.

Envelope-5: Affidavit towards order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).

16.2 The envelope shall

1. be addressed to the Purchaser at the address given in the **BDS**, and
2. 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 **GeM Bid**, pursuant to ITB Sub-Clause 20.1.

16.3 Bid Security, Power of Attorney, Integrity Pact in original shall be submitted in separate superscribed envelopes (One for Bid Security, one for POA and one for Integrity Pact) along with First Envelope (Technical Bid).

Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope (Technical Bid).

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.”

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

1. **Deadline for Submission of Bids**

17.1 Soft copy part of the bid shall be uploaded through the GeM portal [*https://gem.gov.in*](https://pgcileps.buyjunction.in/) ator before the submission time and dateas stipulated in the GeM Bid. Hard copy of Bid Security, Integrity Pact, Power of Attorney, ~~Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture)~~ and other documents as per ITB 1 clause 16.1 must be received by the Purchaser 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 Purchaser, the bids will be received/uploaded up to the appointed time on the next working day.

17.2 The Purchaser 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 Purchaser and bidders will thereafter be subject to the deadline as extended.

Further the Purchaser 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 Purchaser may, at its discretion, extend the deadline for submission of soft part of the bids from 11:00 Hrs (IST) to 15:00 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. 11:00 Hrs (IST) on the last day of the aforesaid deadline. Any request received by the Purchaser thereafter i.e. beyond 11:00 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 15:00 Hrs (IST) as above shall be given by the Purchaser.

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

1. **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 bid.

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.

1. **Modification and Withdrawal of Bids**

19.1 Bidder may modify its bids through the relevant provisions on the portal  [*https://gem.gov.in.*](https://pgcileps.buyjunction.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 Purchaser prior to the deadline prescribed for bid submission.

19.2 The Bidder’s modifications shall be done through the relevant provisions of portal only.

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 bids in future packages being considered non-responsive, pursuant to ITB Sub-Clause 13.3.

1. **Bid Opening and Evaluation**
2. **Opening of First Envelope by Purchaser**

20.1 The Purchaser will open the Bid through GeM portal.

1. **Clarification of Bids**

21.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid as per provisions of the GeM portal. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 and or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the bids), 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 or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, and the bidder is required to submit/furnish the clarifications /documents within the time permitted as per the provisions of the portal, failing which the bid shall be rejected.

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 the sole judge in this regard.

1. **Preliminary Examination of First Envelope**

22.1 The Purchaser 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.

22.2 The Purchaser 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 4 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 Purchaser will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-4 and/or in the Bid, 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 Purchaser’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 Governing Law, Terms of Payment, Performance Security, Taxes and duties, Liquidated Damages for Delay by Contractor, Guarantee & Defect Liability, Patent & Royalties, Limitation of Liability, Settlement of Disputes, Arbitration and 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. Attachment-4 : Deviations

II. Technical Data Sheet

III. 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 III above), and so on.

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

1. **Qualification**

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

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.

23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), of Bidding Documents) for various packages to be considered for award [shall mean the package(s) for which award has been placed on that Bidder/ Bidder is under the zone of consideration for award of the package(s)] during such Financial Year (i.e. April to March) shall not exceed 1.5 (one and half) times the Average Annual Turnover (AAT) of the Bidder worked out in the manner as specified in Qualification Requirement for the Bidder(Annexure-A(BDS), of Bidding Documents).

23.2.2 Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

For the above purpose, the bidder (All partners of the Joint Venture in case of Joint Venture bids) shall also submit a declaration in Attachment 24.

23.2.3 Notwithstanding the declaration by the bidder as above, the Bid Capacity/ Manufacturing Capacity shall be subject to assessment, if any, by the Employer.

23.2.4 The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any misrepresentation of facts, submission of false and/ or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer’s tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

23.3 The Purchaser 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 Purchaser to evaluate the Technical Bid and open the Second Envelope (Price offer) 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, Purchaser shall be sole judge in this regard

1. **Evaluation of Techno - Commercial Part (First Envelope/Technical Bid)**

24.1 The Purchaser 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 Purchaser 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:

1. overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 4 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.
2. achievement of specified performance criteria by the facilities
3. Compliance with the time schedule specified in BDS/SCC/GeM Bid.
4. type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
5. any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration.
6. any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
7. details furnished by the bidder in response to the requirements specified in GTR/Technical Specification/Scope of work of the Bidding Documents.
8. **Opening of Second Envelope by Purchaser**

25.1 The Second Envelope i.e., Price Part of only those Bidders who have qualified 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 Purchaser. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Purchaser to such Bidders through portal only and the Second Envelope submitted by them shall be sent to archive unopened.

1. **Conversion to Single Currency**

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

1. **Evaluation of Second Envelope (Price Part)**

27.1 The Purchaser 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 Purchaser, 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.

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).

The subtotal, total price or the total bid price to be identified in Bid 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 bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.3.

27.3 The Purchaser'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 Purchaser’s evaluation of a bid will take into account, in addition to the bid prices indicated in the portal (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 Purchaser, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

1. 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;
2. the performance of the equipment offered;

Bidder shall conform to the guaranteed performance or efficiency of the Goods in response to the Technical Specifications. Goods offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Goods with a performance less than the specified may be rejected.

1. any other relevant factors listed in **BDS**.

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

1. 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-4 of the First Envelope will be used. If such a price is not given except for material deviation, the Purchaser 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.

1. Performance Guarantees of the Equipments

For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the goods is applicable. However, the provision of Technical Specification, the Bidding Documents and Clause ITB 27.4 (b) shall prevail.

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.

1. **Purchase/ Domestic Preference**

28.1 As per BDS

1. **e-Reverse Auction (e-RA)-Refer BDS**

29.1 The Purchaser reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at GeM Portal .

For the purpose of the aforesaid, the „Indicative Estimated Cost for e-RA‟ is as mentioned in BDS.

1. **Confidentiality and Contacting the Purchaser**

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 Purchaser on any matter related to its bid, it should do so in writing.

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

1. **Award of Contract**
2. **Award Criteria**

31.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidders.

Notwithstanding above, the Purchaser may award the contract(s) to one or more Bidders whose bid has been determined to be substantially responsive, in the manner indicated in the ITB Clause 28, further provided that the Bidder(s) are determined to be qualified, as per the Qualification requirement specified in Annexure-A(BDS) to perform the Contract satisfactorily. This shall, however, be subject to assessment that may be carried out, if required, by the Purchaser as per the provisions of Annexure-A(BDS). The Purchaser shall be the sole judge in this regard.

31.2 The Purchaser 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 Purchaser, the bidder shall withdraw the deviations listed in Attachment 4 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.3.

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

31.3 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC and briefly indicated below:

31.3.1Award shall be placed on lowest techno-commercially accepted bidder as per the provisions of the GeM portal.

1. **Purchaser’s Right to Accept any Bid and to Reject any or all Bids**

32.1 The Purchaser 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 Purchaser’s action.

1. **Notification of Award**

33.1 Contract shall be awarded through Provisions available in GeM.

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

33.3 Upon the successful Bidder’s furnishing of the performance security pursuant to ITB Clause 35.

1. **Signing the Contract Agreement**

34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser 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 Purchaser shall sign and date the Contract Agreement immediately thereafter.

1. **Performance Security**

35.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidders shall furnish the performance security for 5% (Five 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 SCC, Sample Forms and Procedures, of the Bidding Documents.

Alternatively, Security deposit @5% shall be deducted from the running bill of the contractor till the amount so deducted becomes 5% of the Contract Price, which shall be released after completion of Defect Liability Period.

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 the bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.3, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

1. **Fraud and Corruption**

It is the Purchaser’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 Purchaser:

1. defines, for the purpose of this provision, the terms set forth below as follows:
   1. “Corrupt Practice” means offering, giving, receiving, or soliciting anything of value to influence the action of Purchaser official(s) in the procurement process.
   2. “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 Purchaser, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Purchaser of the benefits of competitive prices.
   3. “collusive practice” shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Purchaser.
   4. “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;
   5. “Obstructive practice” means
      1. 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

1. acts intended to materially impede the exercise of the contractual rights or audit or access to information.

1. 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;
2. 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
3. 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 Purchaser 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 Purchaser.
   * ***End of Section-II (ITB)* ----**

**SECTION – III**

**BID DATA SHEETS (BDS)**

**BID DATA SHEETS (BDS)**

The following bid specific data for the Services to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB):

| **Sl. No.** | **ITB Clause Ref. No.** | **Bid Data Details** |
| --- | --- | --- |
|  | ITB 1.1 | **The Owner is:**  **Nuclear Power Corporation of India Limited,**  **16th Floor, Centre-1, WTC,**  **Cuffe Parade, Colaba,**  **Mumbai – 400005.** |
|  | ITB 1.1 | The Employer is:  Power Grid Corporation of India Limited,  SRTS-II, RHQ, Singanayakanahalli,  Yelahanka Hobli,  Bengaluru – 560064.  GSTN: 29AAACP0252G1ZP  Email Address: [dhineshkumar.s@powergrid.in](mailto:dhineshkumar.s@powergrid.in) |
|  | ITB 2 | **Supplementing ITB clause 2 with following:**  For subject package, bids from Joint Venture is not permitted. |
|  | ITB 2.1 | **Replace ITB clause 2.1 with the following:** This Invitation for Bids, issued by the Employer is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33. **However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.**  **For the aforesaid purpose,**   1. **“Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process** 2. **“Bidder from a country which shares a land border with India” for this purpose means:** 3. **An entity incorporated, established or registered in such a country; or** 4. **A subsidiary of an entity incorporated, established or registered in such a country; or** 5. **An entity substantially controlled through entities incorporated, established or registered in such a country; or** 6. **An entity whose beneficial owner is situated in such a country; or** 7. **An Indian ( or other) agent of such an entity; or** 8. **A natural person who is a citizen of such a country; or** 9. **A consortium or joint venture where any member of the consortium or joint venture falls under any of the above**   **(iii) The beneficial owner for the purpose of (ii) (d) above will be under:**   1. **In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has controlling ownership interests or who exercises control through other means**   **Explanation-**   1. **“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company** 2. **“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;** 3. **In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;** 4. **In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;** 5. **Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official** 6. **In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.**   **An Agent is a person employed to do any act for another, or to represent another in dealings with third person.**  **Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.** This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.  **The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.**  Further, the firm has to be a **‘**Class-I **local supplier’** as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated **04/06/2020 (PPP-MII Order)**  read in conjunction with **‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector**’ order dated **28/07/2020 and 17/09/2020** issued by Ministry of Power (**MoP Order**) and subsequent modifications/amendments if any  Firms who are not **‘Class-I local supplier ‘**shall not be eligible to bid.  **Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 60%.**  The ‘Class-I local supplier’ shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class –I local supplier’ and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the ‘Class-I local supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in case price reduction during e-RA, the ‘Class-I local supplier’ shall ensure that the item offered meets the Local Content requirement considering the revised prices.  Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term ‘entity’ of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.  **Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:**   | **Sr. No.** | **Event** | **Period for which bid(s) shall be considered as non-responsive/ not eligible** | | --- | --- | --- | | **1.** | **Termination of Contract due to Contractor’s default** | **1 year** | | **2.** | **Encashment of CPG due to non-performance** | **1 year** | | **3.** | **Repeated failure of major Equipment while in service** | **1 year** | | **4.** | **Substantial portion of works (more than 50% of the Contract\*) is sub-contracted, under an existing Contract** | **1 year** | | **5.** | **More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor** | **1 year** | | **6.** | **Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*** | **Till the firm comes out of Resolution process** |   ***\*****For the purpose of working out 50% of the Contract, following shall be taken into account:*  *(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*  *(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.*  **The Employer shall be the sole judge in this regard and the Employer’s interpretation on the aforesaid event(s) shall be final and binding.** |
|  | ITB 6.1 | Address of POWERGRID:  **Power Grid Corporation of India Limited,**  **Southern Region-II, Regional Head Quarter,**  **Near RTO Driving Test Track, Singanayakanahalli,**  **Yelahanka Hobli, Bangalore – 56064**  **Kind Attn.:** Manager(C&M)/Sr. GM (C&M)  **Telephone Nos.:** +91- 80-23093861  **Mobile:** +91 9480822585  **Email Address:** [dhineshkumar.s@powergrid.in](mailto:dhineshkumar.s@powergrid.in) |
|  | ITB Clause 9.2 | **Add new clause 9.2(e)**  (e) Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with **PPP-MII Order and MoP Order.** |
|  | ITB 9.3 | **Supplementing ITB clause 9.3 with the following:**  ~~Hard copy of requisite documents must be submitted in physical form at the address given at ITB 1.1 by the end of Bid submission period Plus 03 days before 1700 Hrs (eg. If bid submission end date is 01.XX.2024, hard copy shall be received by 04.XX.2024 latest by 1100 Hrs).~~ |
|  | ITB 11 | Supplement ITB clause 11  The prices quoted by the Bidder shall remain **FIRM and FIXED** during the currency of Contract. |
|  | ITB 13 | Supplement ITB clause 13  Alternatively, Amount towards Bid Security 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](http://www.powergrid.in). While making such online payment, the bidder shall choose Segment as “Suppliers” and fill in details as follows:   |  |  | | --- | --- | | Payment Category | EMD- SR-II | | Sub-category | EMD- SR-II | | 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 ………….. [enter the name of the package ] |   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 Bid Security (in Original) or in the form of an acceptable Demand Draft along with the bid or Documentary evidence in support of exemption of Bid Security or Online Payment Acknowledgement towards Bid Security through POWERGRID ONLINE PAYMENT UTILITY shall lead to outright rejection of the Bid.  The Amount towards the cost of Bid Security shall be **₹.11,27,000**/- |
|  | ITB 24.1(c) | The delivery schedule shall be **06 (Six) Months** from the date of issuance of GEM contract/LOI/LOA/NOA. |
|  | ITB 28.1 | **Replace ITB clause 28.1 with following:**  **Preference for procurement of Goods /Services from Micro and Small Enterprises (MSEs) under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018 and any subsequent modifications/Amendments, if any**  In line with the aforesaid orders, purchase preference shall be given to MSEs as per provisions in the GEM bid **only for the Original Equipment Manufacturers of the offered product.**  For the purpose of purchase preference,  ‘MSE’ means Micro and Small Enterprises (MSEs) as per Public Procurement Policy of GoI for MSEs, **Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises, registered with Udyam Registration Portal as** specified by Ministry of Micro, Small and Medium Enterprises  The lowest evaluated bid before e-Reverse auction (e-RA) shall be denoted as X1, second lowest evaluated bid as X2, and so on. The lowest evaluated bid after e-RA shall be denoted as L1, second lowest evaluated bid as L2 and so on. In cases where e-RA is not conducted, L1=X1=lowest evaluated bid, L2=X2= second lowest evaluated bid, and so on.  **Note #1 Purchase preference to MSE**  (i) ~~In case of MSE bidder(s) not meeting the MAAT and LA requirements of the financial position criteria of QR \*[ i.e.1.1(b) and 1.1(c) of Annexure-A (BDS)], the lowest MSE bidder shall be considered for award of contract upto 25% of package value under the MSE category at its own evaluated price, provided its price is lower than the L1 bidder’s price and subject to allocation of earmarked quantities to SC/ST and /or women owned MSEs. If 25% of package value cannot be awarded to such MSE bidder due to manufacturing capacity constraint, then next lowest MSE bidder, whose price is below the L1 bidder’s price, shall be considered for award and so on until the 25% of the package value is awarded on such MSE bidders whose prices are lower than the L1 bidder’s price. Such MSE bidders shall not be considered for participation in e-RA.~~  ii) ~~In case total 25% package award value cannot be awarded on such MSE(s) bidders, then the remaining package value out of 25% package value shall be considered for award to those MSE bidders whose prices are within (+) 15% of X2 bidder’s price subject to matching L1 price as per the procedure in para (iii) below:~~  iii)a) All MSE bidder(s), whose Evaluated Bid Price as per ITB Sub Clause 27.6 prior to e-RA is within the range of +15% of the X2 shall be eligible for an opportunity to match L1 Price. If more than one MSE bidders agree to match the L1 price, they will be considered for award of up to 25% (collectively) of the package award value and, for the purpose of award of contract, the preference shall be provided based on the ranking of MSE bidders from lowest to highest within the margin of purchase who have agreed to match the L1 bidder.  iv) Further, if any of the eligible MSE bidder is owned by Scheduled Caste/Scheduled Tribe or women and agrees to match the L1 bidder, then 4% and 3% of the package award value shall be earmarked for such MSE bidders owned by SC/ST and women respectively, subject to manufacturing capacity. If there are no eligible MSE bidder owned by SC/ST and/or women agreeing to match the L1 bidder, the percentage earmarked for these categories shall be awarded on other eligible MSE bidders.  v) The firms, who are under the category of Micro and Small Enterprises (MSEs) as per Public Procurement Policy of GoI for MSEs, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises, shall submit Udyam Registration Certificate with regard to registration on Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises. Further, firms, who are under the category of MSEs owned by SC/ST or MSEs owned by women, shall submit documentary evidence in support of the same.  vi) Bidder has to apply as per its applicability for the Micro and Small Enterprises (MSEs) /MII during Bid creation in GeM. MSE Bidder must ensure they apply for MSE preference in GEM during Bid Creation, else GeM portal shall not allow the Bidder to get Purchase Preference. |
|  | ITB 28.2 | **Add a new Sub Clause ITB 28.2 as under:**  Domestic purchase preference as per the provision of GeM |
|  | ITB 29 | **Replacing ITB clause 29**  29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price as per provision of GeM. |

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

**General Conditions of Contract for the package is attached below:**



**The terms & conditions given below shall supplement/replace GCC, GTC of GeM, as the case may be, for subject bid. In case of any Contradiction, the clause / terms & conditions mentioned in GCC & SCC hereunder shall prevail.**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following bid specific data for the Goods and Related Services to be procured shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

| **Sl. No.** | **GCC Clause Ref. No.** | **Amendment/Supplement to GCC** |
| --- | --- | --- |
|  | General | In case of any ambiguity or conflict, General Conditions of Contract read in conjunction with Special Conditions of Contract shall have precedence over General Terms & Condition stipulated in GeM. |
|  | General | Advance payment is not applicable for the subject package. Accordingly, all the provisions pertaining to Advance payment stand deleted. |
|  | GCC 1.1(t) | **Supplementing Sub-Clause GCC 1.1(t)**  **The Owner is**:  **Nuclear Power Corporation of India Limited,**  **16th Floor, Centre-1, WTC,**  **Cuffe Parade, Colaba,**  **Mumbai – 400005.**  **GSTN:** |
|  | GCC 1.1(w) | **Supplementing Sub-Clause GCC 1.1(w)**  **The Purchaser is** :  **Power Grid Corporation of India Limited,**  **SRTS-II, RHQ, Singanayakanahalli,**  **Yelahanka Hobli,**  **Bengaluru – 560064.**  **GSTN: 29AAACP0252G1ZP**  Kind Attn.: Manager (C&M)/ Sr.GM (C&M)  Mobile: +91 9480822585  Email Address: [dhineshkumar.s@powergrid.in](mailto:dhineshkumar.s@powergrid.in) /[sr2candm@powergrid.in](mailto:sr2candm@powergrid.in) |
|  | GCC 2.1.1 | **Replacing Clause GCC 2.1.1with the following:**  The Contract to be entered into with the successful Bidder. The following documents shall constitute the Contract and shall be read and construed as an integral part of the Contract:    1. GeM generated Purchase Order/Contract Agreement .    2. GeM Bid Document comprising of the following:  (a) Technical Specifications and Detailed Scope of work.  (b) Special conditions of Contract  (c) General Condition of Contract  (d) GeM ATC & GTC |
|  | GCC 2.9 | Deleted as Not Applicable |
|  | GCC 2.14 | Governing Law & its Jurisdiction  The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of Bangalore shall have exclusive jurisdiction in all maters arising under this Contract. |
|  | GCC 4.1 | Delivery Schedule shall be **06 (Six) Months** from the date issue of purchase order. Time is the essence of the contract. |
|  | GCC 5.7 | **Add New Sub-Clause GCC 5.7**  Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published “Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement”. The Supplier shall comply with the guidelines specified in the policy including subsequent amendments/ modifications, if any. Accordingly, the Supplier shall be required to provide a value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the respective executing Region of POWERGRID and shall continue to be filed till the completion of supply of the said products.  Further, if the Domestic manufacturer from whom the Supplier had proposed to source the Iron & Steel products is changed during execution of the Contract, the Supplier shall furnish (i) authorization certificate, if applicable, (ii) affidavit of self-certification and (iii) value- addition certificate from the new Domestic manufacturer.  Violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact. |
|  | GCC 7.2 | The Contract Price shall be firm. The Contract price shall be increased or reduced on account of variation in quantity in accordance with clause 31 of GCC. |
|  | GCC 9.2 | Not Applicable |
|  | GCC 9.3.1 | Replace clause GCC 9.3.1 with the following:  The Supplier shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Five percent (5%) of the Contract Price, with a validity up to ninety (90) days beyond the warranty Period. The same shall be extended by the Supplier time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract. |
|  | GCC 9.3.1.2 (b) | Replace the Clause reference GCC 9.3.1.1 appearing in second line with Clause GCC 9.3.1.2(a) |
|  | GCC 9.3.1.2 (d) | Replace the clause GCC 9.3.1.2 (d) with the following:  In case the Supplier fails to submit the performance security within 90 days of the Notification of Award, the Purchaser, without prejudice to any other rights or remedies it may possess under the Contract, **may consider the bid submitted by the Supplier in future packages as non-responsive in line with ITB 13.3** and/or may terminate the Contract forthwith pursuant to GCC Clause 33. |
|  | Clause 9.3.2 | **Replace GCC/SCC Clause 9.3.2 in SCC with the following:**  The performance security shall, at the Supplier’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Purchaser as stipulated in SCC or in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and Procedures.  **Alternatively, if performance 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.powergridindia.com. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:**   |  |  | | --- | --- | | **Payment Category** | **Performance Security** | | **Sub-category** | **Performance Security Payment–SRTS-II** | | **Name of Depositor** | **Name of the Contractor/ Supplier/ Licensor etc. as applicable** | | **Vendor Code, if applicable** | **POWERGRID vendor code of the Contractor/ Supplier/ Licensor etc. as applicable, if existing** | | **Payment Remarks** | **Performance Security for ………….. [*enter the name of the contract and last four digits of the CA number]*** |   **The copy of ‘Online Payment Acknowledgement – Suppliers’** **generated subsequent to the payment shall be submitted by the Supplier. The online payment facility shall be for payment in Indian Rupees only** |
|  | GCC 9.3.4 | (In case of award of the contract to a Joint Venture………….)  Deleted as not applicable |
|  | GCC 9.3.5 | **Add new sub Clause GCC 9.3.5**  **No interest shall be payable by the Purchaser on the performance Security.** |
|  | Clause 9.3.6 | **Add new sub Clause GCC 9.3.6:**  During execution of contract the Supplier, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ **online payment through POWERGRID ONLINE PAYMENT UTILITY,** may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Purchaser of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded. |
|  | GCC 9.4 | **Replacing Sub-Clause GCC 9.4**  The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Supplier, which should be issued either:  (a) by a Public Sector Bank located in India, or  (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or  (c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above. |
|  | GCC 9.4 | **Supplementing GCC Clause 9.4 with the following**  The Supplier has the option to submit BG (towards Performance Security) using SFMS Platform.  **The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance 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,**  **Race Course Road, Bengaluru- 5600001** | **SBIN0006198** | **10363892935** |   ***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 Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037of 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 Performance Security) should be submitted in the Physical form as specified in GCC Clause 9. |
|  | GCC 10.4 | **Replacing 4th para of Clause GCC 10.4 with the following:**  Fourth Para **not applicable** as Charges for **Inland Transportation, In-transit Insurance, Loading & Unloading Charges are Included in the Ex-Works price.** |
|  | GCC 15.1 | **Supplementing GCC Clause 15.1 with the following**  **Further, the Supplier shall not subcontract any work to a subcontractor/sub vendor from such countries which shares a land border with India unless such subcontractor/sub vendor fulfills all requirement in regard to ‘Bidder from a country which shares a land border with India’ as per ITB clause 2.1. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.** |
|  | GCC 19 | **Supplementing GCC Clause 19 with the following**  INSPECTION AND TESTING: Testing Inspection shall be done at manufacturing unit and dispatch clearance shall be issued. Lot wise manufacturing clearance shall be provided by Engineer In-Charge. |
|  | GCC 21.2 | **Completion Time Guarantee / liquidated damages: As per GEM GTC.** |
|  | GCC 22.1 | **Replace GCC 22.1 with the following:**  The Contractor shall warrant the equipment supplied, (along with its accessories) will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship; and for satisfactory performance for a period of minimum 01 (One) Year commencing immediately from the date of Supply and Taking Over by the Engineer In-Charge. |
|  | GCC 23 | Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable. |
|  | GCC 31.3 | Replace GCC 31.5 with the following:  During the execution of the contract, POWERGRID reserves the right to increase or decrease the quantities of the items under the contract but without any change in the base unit price identified in the contract, and other terms & conditions. However, the total variation shall be limited to **+/- 25%** of the contract price. |
|  | GCC 31.5 | **Replace GCC 31.5 with the following**:  If the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 31 would be to increase the Contract Price as originally set forth in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement by more than Twenty (25) percent, the Supplier may give a written notice of objection thereto within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order. If the Purchaser accepts the Supplier's objection, the Purchaser and the Supplier shall agree on specific rates for valuation of the Change. |
|  | GCC 36.4 | **Replace GCC 36.4 with the following:**  The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore. |
|  | GCC 36.6 | Replace GCC 36.6 with the following:  Notwithstanding the above, in case the Supplier is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the **dispute/difference (other than those related to taxation matters)** between the Purchaser and the Supplier shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 **and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020**. The decision through AMRCD will be final and binding on all the concerned. |
|  | **POWERGRID Whistle Blower and Fraud Prevention Policy** | The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Pol-icy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies  The Contractor along with their associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not in-dulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the con-tract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice. |
|  |  | The bidder(s) shall have valid type test reports as per the relevant standards and POWERGRID technical specification as on date of bid opening. However, in case validity of any of the test(s) is observed to be expired, same is to be carried out by the bidder free of cost and without affecting the stipulated period of the contract.  Dispatch clearance to be obtained from POWERGRID before dispatch of the materials. The necessary inspection of materials will be done at site.  The approval of guaranteed technical requirements (GTP) / catalogue, drawings, test reports etc as per TS for the equipment being supplied shall be obtained from concerned department of POWERGRID. Test reports (as applicable) shall be submitted in order to issue CIP/ MICC before dispatching the material.  **Engineer In-Charge:**  **Station In-charge, Tirunelveli or his authorized representative shall be the Engineer In-charge for subject work.**  **Consignee:**  **POWERGRID Corporation of India Limited,**  **400kV Sub Station,**  **Abishekapatty, Tirunelveli,**  **GSTN: 33AAACP0252G1Z0** |

**----- *End of (SCC)* ----**

**FORMS AND PROCEDURES (FORMS)**

**SAMPLE FORMS AND PROCEDURES (FORMS)**

Preamble

This Section (Section –VI) of the bidding documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Form of Contract Agreement shall be used unamended, except for the need to complete Article 1.1 (Contract Documents), as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each Appendix. The Price Schedule deemed to form part of the contract shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The Performance Security(ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein or in another form acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Contractor shall be effected only if the same is approved by the Employer. The Employer’s decision in this regard shall be final and binding.

# BID SECURITY FORM

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)*

Bank Guarantee No.: ........................…

Date: ...................……...

To: *(insert Name and Address of Employer)*

WHEREAS M/s. …. *(Insert name of Bidder)……* having its Registered/Head Office at

….. *(Insert address of the Bidder)* ……….. (Hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Bid for the performance of the Contract under

**Specification No** (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE *(insert name & address of the*

*issuing bank)* ……… having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*…….. (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto

……*(insert name of Employer)…..* (hereinafter called "the Employer") in the sum of

....................*(insert amount of Bid Security in figures & words)*..........................

............................……………. for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ............... day of ............... 20....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
2. 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
3. If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or
4. 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 executants (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
5. In the case of a successful Bidder, if the Bidder fails within the specified time limit
   1. To sign the Contract Agreement, in accordance with ITB Clause 34, or
   2. To furnish the required performance security, in accordance with ITB Clause 35.

or

1. In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ……….. ***(insert date in line with ITB Clause 13)****……..*, and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_ (*value in figures*) [\_\_ (*value in words*) ].
2. This Bank Guarantee shall be valid upto *\_ (validity date) .*
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before

(*validity date*) \_

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*] Signature \_

Name \_

Designation \_

POA Number

Contact Number(s): Tel. Mobile

Fax Number

email

Common Seal of the Bank\_ \_

Witness: Signature \_

Name \_

Address \_

Contact Number(s): Tel. Mobile

email

Note:

* 1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
  2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”

# At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of

**Beneficiary Bank as mentioned at ITB clause 16.3 in BDS in their Trade Finance Portal.**

**Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:**

# “This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

**3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK**

## (Applicable for Forfeiture of Bank Guarantee)

To: *(insert Name and Address of the issuing Bank)*

Ref..: Forfeiture of Bid Security Amount against Bank Guarantee No. …… ……………

dated ………… for …………….., issued by you on behalf of M/s *(insert*

*name of the Bidder)* ………...

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for

……………………. as Bid Security for the bid submitted by M/s *(insert name of*

*the Bidder)* ………... against ….. *(insert name of the Package)* ; Specification No.

…………………….

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately on demand by the Employer the amount of without

any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to …. *(insert name of the Employer)* ……..

owing to the occurrence of the condition referred to at Sl. No. …….. The Bank is requested to remit the full guaranteed sum towards proceeds of

the bid security in the form of Demand Draft in favour of ‘…. *(insert name of the Employer)* …….’, payable at ….*(insert place of the Employer)*….’.

Thanking you,

For (Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:

*…..(Registered Office of the Bank)….*

# 3b. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK

## (Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: *(insert Name and Address of the issuing Bank)*

Ref..: Conditional Claim against Bank Guarantee No. …… …………… dated …………

for …………….. valid up to …………… issued by you on behalf of M/s.

………*(insert name of the Bidder)* ………...

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s. ………*(insert name of the Bidder)* ………..., who have submitted this Bank Guarantee to us towards Bid Security against ….. *(insert name of the Package)* ;

Specification No. …………………….

We, ………. *(insert name of the Employer)* do hereby request you to lodge our

claim/demand against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No dated

………….. extending its validity upto ………………. is not got arranged by

………*(insert name of the Bidder)* in our favour and are not received by us upto

…………... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be forwarded to us in form of demand draft in favour of ‘…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….’.

This is without prejudice to our right under this guarantee and under the law. Thanking you,

For (Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:

*(insert Name and Address of the Bidder)*

- You are requested to do the needful so that the amendment to the subject Bank Guarantee extending the validity up to ……………. is received by us by …………….

# FORM OF CONTRACT AGREEMENT

## [Alternative – a]

SUPPLY OF GOODS CONTRACT AGREEMENT BETWEEN ................. *(Name of Employer)* ............... AND M/s. ................... *(Name of Contractor)* /JOINT

VENTURE (JV) OF M/s. …….. *(Name of Lead Partner)*…. (THE LEAD PARTNER OF THE JV) AND M/s. …..*(Name of Other Partner)……* (THE PARTNER OF THE JV) *[Use as applicable]*

THIS CONTRACT AGREEMENT No (also referred to as ‘Ex-Works

Supply Contract/the First Contract’) is made on the ….. day of …………… 20…..

BETWEEN

(1) ...................... *(Name of Employer)*.................... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at *(registered*

*address of the Employer)* ………………… and its Corporate Office at *(address of*

*the Employer)*….………… (hereinafter called "the Employer" and also referred to as “…..*(insert abbreviated name of the Employer)* ”)

and

(2) M/s ............. *(Name of Contractor)* , a company incorporated under the laws

of Companies Act 1956 and having its Principal place of business at *(Address*

*of Contractor)* ............................... and Registered Office at *(Registered address of*

*Contractor)* ............... (hereinafter called "the Contractor" and also referred to as “…..*(insert abbreviated name of the Contractor)* ”)

## or

Joint Venture (JV) of M/s ................. *(Name of Lead Partner)* (the Lead Partner

of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ………....*(Address of Lead Partner)* and

Registered Office at ………....*(Registered address of Lead Partner)* and M/s

................. *(Name of Other Partner)* .................. (the Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ………....*(Address of Other Partner)* and Registered Office

at ………....*(Registered address of Other Partner)* ........................ (hereinafter called "the Contractor" and also referred to as “Joint Venture”/the ‘JV””)

*(Applicable only in case of Joint Venture)*

WHEREAS the Employer desires to engage the Contractor for the Ex-works supply of all equipment and materials including Type Testing to be conducted inter-alia

including …….................….. *(Indicate brief scope of work)* ............................... for the complete execution of the …… *(insert name of Package alongwith name of the Project)……*. as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

* 1. Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

* + 1. This Contract Agreement and the Appendices thereto.
    2. Notification of Award Ref. No. …………..……………. dated ……………..

VOLUME – B

* + 1. “Bidding Documents” comprising of the following:
       1. Volume –I of Bidding Documents (Document Code No.:

……………..), read in conjunction with Amendments …. to …… to the Bidding Documents.

* + - 1. Volume –II of Bidding Documents (Document Code No.:

………………) comprising of Technical Specifications.

VOLUME – C

* + 1. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

* 1. Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

* 1. Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

* 1. Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of *(amount in words)*

................. (...............*(amount in figures)* ), or such other sums as may be

determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

|  |  |  |
| --- | --- | --- |
| Sl.  No. | Price Component | Amount |
| 1. | Ex-Works Price Component |  |
| 2. | Type Test Charges (if applicable) |  |
| Total for Supply of Goods Contract | |  |

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

* 1. Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from …………………

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1 Terms and Procedures of Payment Appendix 2 Price Adjustment

Appendix 3 Insurance Requirements Appendix 4 Time Schedule

Appendix 5 List of Approved Subcontractors

Appendix 6 Scope of Works and Supply by the Employer Appendix 7 Contract Co-ordination Procedure

Appendix 8^ Summary of Detailed Price Break-up Appendix 8A^ Detailed Price Break-up of Price

Appendix 8B^ Detailed Price Break-up of Charges

*[^ to be appended at the Stage of Contract Award.]*

Article 5.

The Contract Agreement No. …………………….. has also been made on the

…….. day of ………….. 20…., between the Employer and the Contractor for the Supply of Services Contract (hereinafter referred to as the “Second Contract”) for the subject package which includes performance of all the services interalia including …….................….. *(Indicate brief scope of work)* for

the complete execution of the …… *(insert name of Package alongwith name of the Project)……*.

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the

Contract. It is expressly understood and agreed by the Contractor that any default or breach under the ‘Second Contract’ shall automatically be deemed as a default or breach of this ‘First Contract’ also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the ‘Second Contract’ either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor’s risk, cost and responsibility, either in full or in part and /or recover damages under this ‘First Contract’ as well. However, such breach or default or occurrence in the ‘Second Contract’ shall not automatically relieve the Contractor of any of its responsibility/ obligations under this ‘First Contract’. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this ‘First Contract’ when installed and commissioned by the Contractor under the ‘Second Contract’ shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and

on behalf of the Employer

........................................

Signature

..............................................

Title

in the presence of

Signed by for and

on behalf of the Contractor

........................................

Signature

..............................................

Title

in the presence of

**Appendix-1**

# TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 8 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Contractor may make applications for payment in respect of part deliveries as work proceeds.

1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC Clause 8, the following terms & Conditions will apply.

* 1. **Supply Portion**

A. It would be mandatory for contractor to submit Performance Securities in line with GCC Clause 9.3 within twenty-eight (28) days of issuance of NOA.

1. **Progressive Payment**

100% payment for the supply portion including applicable taxes & duties shall be released from PPPFC department RHQ Bengaluru, within three weeks of supply and delivery in good condition and on submission of the following documents:

i. Invoice in triplicate along with certificate that the equipment’s & materials are in

accordance with technical specifications, terms & conditions of PO and are

delivered in full and good condition.

ii. Receipted LR, Delivery Challan, packing list etc.

iii. Guarantee Certificate.

iv. CIP/MICC if any for applicable items as per BOQ.

The bills are required to be submitted to the Engineer In-Charge at respective consignee for required verification and processing. The payment will be released by PPPFC Dept, RHQ, Bangalore after certification by the Engineer In-Charge.

* 1. Payment towards Taxes and Duties:

Taxes and duties applicable as per Indian Tax laws, **concerning Supply of Goods and Services** in respect of transaction between the Employer and the Contractor, **shall be reimbursed by the Employer as follows:**

# In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch.

* + 1. **In case of Installation, the GST shall be reimbursed along with Progressive payment on completion of Erection activity.**

**All GST payment shall be against GST invoices/debit notes raised by the Contractor as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.** Payment towards taxes & duties shall be released by the Employer directly to the Contractor.

1. PAYMENT PROCEDURES
   1. Method of Payment

The Employer shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All payments to be made directly to the Contractor shall be made by the Employer though electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract. However, a request for payment to be released through cheque shall be considered on case to case basis and merit of the same.

Note: Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.

# Bill Tracking System

Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID’s Vendor Bill Tracking System as per procedure detailed herein below. Further, the Contractor may also track the status of its bills using POWERGRID’s ‘On-line Vendor Bill Tracking System’. To use this system the Contractor is required to get itself registered once online at POWERGRID’s ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID’s Corporate Centre and Regional Office(s) under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

* + 1. Once registered, the Contractor can log-in to POWERGRID’s Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.
    2. After login as at (a) above, Contractor is required to make the entry on POWERGRID’s ERP Portal under the tab “Submit New Invoice” and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor will receive an automated e-mail forwarding the unique BTS number.
    3. The physical bills along with printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor.
    4. After creation of BTS ID, in Bill Tracking System (BTS), the hard copy of all bills / Invoices shall be submitted to

POWERGRID Payment Processing and Facilitation Center (PPPFC),

Central Receipt Section,

Power Grid Corporation of India Ltd.

Near RTO Driving Test Track, Singanayakanahalli

Yelahanka – Dodaballapur Road

Yelahanka Hobli, Bengaluru - 560064 (Karnataka)

* + 1. The soft copy of the documents need to be attached to the BTS by the Vendor. Payment shall be released directly to the supplier/contractor by PPPFC, Bengaluru
    2. On receipt of physical bill, concerned POWERGRID’s official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Contractor by POWERGRID, which can be viewed under the tab “Invoice Returned”.
    3. The day the payment is made, a mail stating the “Bill number, net payment amount and details of the bank from where the payment has been made” will be sent to the Contractor.
    4. The status of Bill submitted by the Contractor can be checked through the BTS number under tab “Invoice Submitted”.

# Appendix – 2

**PRICE ADJUSTMENT- Not Applicable.**

**Firm and Fixed**

# Appendix-3

**INSURANCE REQUIREMENTS**

A) Insurances to be taken out by the Contractor

In accordance with the provisions of GCC Clause 30, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified, as applicable. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 30. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer’s inability as aforesaid.

(a) Marine Cargo Policy/Transit Insurance Policy:

(I)(i) Marine Cargo policy for imported equipment

The Contractor shall take the Marine Cargo Policy for Plant and Equipment including mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer’s works to the project’s warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Contractor/sub-Contractor’s works or stores until arrival at project’s warehouse/ store at final destination. Institute Cargo Clause (ICC) ‘A’ along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

(I)(ii) Transit Insurance Policy for indigenous equipment

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer’s works to the project’s warehouse at final destination site. Inland Transit Clause (ITC) ‘A’ along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Amount | Deduc-  tible  Limits | Parties insured | From | To |
| 120% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate  and  120% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable. | Nil | Contractor & Employer | Mfrs ware-  house | Project’s ware-  house store at final destination |

(II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Erection All Risk Policy/Contractor All Risk Policy:

1. The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Amount | Deductible limits | Parties insured | From | To |
| 105% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate  and  105% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable.  and  100% of erection price component | **Minimum deductible as per Tariff Advisory Committee guidelines\*** | Contractor & Employer | Receipt at site of first lot of the Plant and Equipment including mandatory Spares | Up to  Operational Acceptance |

***\* The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor’s account***

1. The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

1. The following add-on covers shall also be taken by the Contractor:

i) Earthquake

ii) Terrorism

iii) Escalation cost (approximately @10% of sum insured on annual basis)

iv) Extended Maintenance cover for Defect Liability Period

v) Design Defect

vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs.100 crores, cover for offsite storage/fabrication (over Rs.100 crores).

1. *Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover*:

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer’s personnel) and loss of or damage to property (including the Employer’s property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Amount | Deductible limits | Parties insured | From | To |
| * For projects upto Rs. 100 crores, the thirdparty liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period. * For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. For projects of more than Rs.500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period. | **Minimum deductible as per Tariff Advisory Committee guidelines\*** | Contractor/ Sub-contractor | Receipt at site | Upto Defect Liability Period. |

***\* The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor’s account***

1. As per GCC Clause 30.8, the cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.

If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(c) Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy(own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

1. Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.
2. The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing ‘Workmen Compensation Policy’ for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing ‘Workmen Compensation Policy’.

1. Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal’s statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the ‘Workmen Compensation Policy’ effected by the Contractor.

(e) Contractor’s Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor’s Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor’s Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer’s rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Amount | Deductible limits | Parties Insured | From | To |
| ­­­  \_\_\_\_\_\_ NIL \_\_\_\_\_\_\_ | | | | |

*-- End –*

# Appendix-4

**TIME SCHEDULE**

1. The Work Completion Schedule shall be as follows:

|  |  |
| --- | --- |
| **Activities** | **Duration from the**  **effective date of Contract** |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | **06 (Six) Months from the date of Notification of Award/ Letter of Award** |

* 1. The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.
  2. The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalize the same with the Employer as per the requirement specified in Technical Specifications, which shall from a part of the Contract.
  3. Time for Completion is the essence of Contract.

# Appendix-5

**LIST OF APPROVED SUBCONTRACTORS**

Prior to award of Contract, the following details shall be completed indicating those sub-contractors proposed by the Bidder by Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the contract.

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 15.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

|  |  |  |
| --- | --- | --- |
| **Item of Facilities** | **Approved Subcontractors** | **Nationality** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Appendix-6**

**SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER**

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of GCC 6, 16, 17 and 20 as well as Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 14.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel Charge to Contractor – None

NIL

Facilities Charge to Contractor - None except as noted

Electricity and Water Charge to Contractor - as noted

The Contractor shall be entitled to use for the purposes of the facilities such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

Works Charge to Contractor - None

NIL

Supplies Charge to Contractor - None

NIL

# 6. PERFORMANCE SECURITY FORM

## (For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. …………………… Date...................

NOA/Contract No.....................................

*…………..[Name of Contract]…………………….*

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") **signed on ..............*(insert date of the Contract)…*..... between you and M/s ................. *(Name of Contractor)* ,**

# (or)

**vide notification of award issued on *............ (insert date of the notification of award)….*by you to M/s ................. *(Name of Contractor)* ,**

having its Principal place of business at ………....*(Address of Contractor)*

............................... and Registered Office at ………....*(Registered address of Contractor)*

........................................................................................ ("the Contractor") concerning

…….................….. *(Indicate brief scope of work)* ............................... for the complete execution of the …… *(insert name of Package alongwith name of the Project)……*..

*[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]*

# Or

We refer to the Contract (‘’the Contract’’) Signed on..........................(insert date of the Contract)…..... between you and M/s

**................. (Name of Contractor) ,**

**(OR)**

**vide notification of award issued on..............*(insert date of the notification of award)…*..... by you to M/s ................. *(Name of Contractor)* ,**

having its Principal place of business at ………....*(Address of Contractor)*

............................... and Registered Office at ………....*(Registered address of Contractor)*

........................................................................................ ("the Contractor") and the Contract

("the Contract") signed on ..............*(insert date of the Contract)…*..... between you and M/s ................. *(Name of Associate)* , having its Principal place of business at

………....*(Address of Associate)* ............................... and Registered Office at

………....*(Registered address of Associate)*

........................................................................................, the Associate of the Contractor for

executing the Facilities concerning …….................….. *(Indicate brief scope of work)*

............................... for the complete execution of the …… *(insert name of Package alongwith name of the Project)……*.. *[Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]*

By this letter we, the undersigned, ………*(insert name & address of the issuing bank)*

………, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having

its Registered/Head Office at …..…….*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee payment to you up to

………………………….. i.e., Five percent (05%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of …………….

*(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of *(dd/mm/yy)* and shall be extended from time to time for

such period (not exceeding one year), as may be desired by M/s. ………………………

on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_ (*value in figures*) [\_ (*value in words*) ].
2. This Bank Guarantee shall be valid upto *(validity date) .*
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before

(*validity date*) \_.”

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*] Signature \_

Name \_

Designation \_

POA Number

Contact Number(s): Tel. Mobile

Fax Number

email

Common Seal of the Bank\_ \_

# Witness:

Signature \_

Name \_

Address \_

Contact Number(s): Tel. Mobile

email

# Note :

# For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.

1. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

*“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”*

1. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

**Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:**

# “This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

* 1. **FORM OF TAKING OVER CERTIFICATE**

Date.................

Name of Contract.........................................

Contract No....................................

To :

(Name and address of the Contractor) Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated …………………

relating to the .............................. *(insert brief description of the*

*Facilities)*.....................................………………….. we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof ............................................................

.……..........................................................................................................

2. Date of Completion :........................................................

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title

(Project Manager)

# FORM OF AUTHORISATION LETTER

Ref. No:

Date :

To M/s....................................................

..........................................................

..........................................................

REF.: Contract No. …………………….. dated ................... for ........…….........................

awarded by ....*(insert name of the Employer)*.........

Dear Sir,

Kindly refer to Contract No. ………………………………. dated for

........................... You are hereby authorised on behalf of ...................... *(Name of Employer)* a company incorporated under the laws of Companies Act 1956

and having its Registered Office at ………*(registered address of the Employer)*

………………… and its Project at ................ to take physical delivery of materials/equipments covered under Dispatch Document/Consignment Note No.

……….\*........... dated .................and as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purpose, whatsoever.

(Signature of Project Authority)\*\* Designation…........................

Date.........……..

Encl: As Above.

\*\* To be signed not below the rank of Manager.

\* Mention LR/RR No.

Schedule of Material/Equipment covered under Dispatch Title Document (RR No./LR No )

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Contract Name** | **NOA No./ CA No.** | **Description of Materials/**  **Equipments** | **Spec. No.** | **Qty.** | **Value** | **Remarks** |
|  |  |  |  |  |  |  |  |

(Signature of the Project Authority) (Designation) ...................................

(Date) ...............................

# FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s. …………….*(insert name of the Contractor)* .................. having our Principal place of business at ................................. having been awarded a Contract No.

........................... dated ........................ for ……… *(insert Package name alongwith name of*

*the Project)*........................................ by ………*(insert name of the Employer)* .....................

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of ................ *(insert name of the Employer)……….*. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

Dated : ...........................

Place : ...........................

For M/s ......................................................

*(Contractor's Name)* (AUTHORISED SIGNATORY) SEAL OF COMPANY

# FORM OF EXTENSION OF BANK GUARANTEE

Ref. No................................ Dated:.................

To: *[Name and address of the Owner/ Employer]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. …… …………… dated for

…………….., issued to you on behalf of M/s *(insert name of the Contractor)*

…………... in respect of Contract No. ……………. dated …………….. for ……..

*(insert name of the Package alongwith the Project name)* (hereinafter called

original Bank Guarantee).

At the request of M/s.………… *(insert name of the Contractor)* …............, We

………*(insert name & address of the issuing bank)* , a Bank organized under the

laws of ........................... and having its Registered/Head Office at *(insert*

*address of registered office of the bank)* do hereby extend our liability under

the above-mentioned Guarantee No. ………………............. Dated ...………... for a further period of .............. Years/Months from ................ to expire on ..................

Except as provided above, all other terms and conditions of the original Bank Guarantee No. ....……………..... dated shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*] Signature

Name \_

Designation \_

POA Number

Contact Number(s): Tel. Mobile

Fax Number

email

Common Seal of the Bank\_ \_

Witness: Signature \_

Name \_

Address \_

Contact Number(s): Tel. Mobile

email

# Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

**11. FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS**

Pursuant to GCC Clause No. 15.4 , We hereby furnish the following information regarding the procurement made by us form Micro and Small Enterprises (MSEs) directly or through our sub-suppliers/sub-vendors as per the details given herein below:

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S  l. N  o  . | Co ntr act Ag ree me nt No  . | Na me of Con tract or/ Sup plie r\* | Item Desc ripti on as per contr act Agre emen  t | Q  t y | Tot al Val ue (I  n R  s.) | Exe cut ing Re gio n | Items/com ponents/ra w materials sourced from MSE vendor for production of item at column 4 | Total Value of the items/com ponents/ra w materials used for item at column 4  (In Rs.) | Nam e of MSE  Ven dor | Cat ego ry (on ly Mic ro or Sm  all) | Whethe r MSE  owned by persons belongi ng to SC/ST  categor y |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

Note:

1. The Contractor shall be required to furnish the aforesaid information (contract-wise) on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.
2. Submission of aforesaid information for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID, shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.
3. Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/ services from MSEs.

Name of Contractor-----------------------

Name of Authorised Person ------------------------

Designation

Signature

Attachment-1

BID SECURITY FORM

*((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)*

Bank Guarantee No.: ........................…

Date: ...................……...

Ref/ Specification number: **SRTS-II/C&M/I-3009/2025**

Name of the package: **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4.**

To: *[insert Name and Address of Employer]*

WHEREAS M/s. …. (Insert name of Bidder)…… having its Registered/Head Office at ….. (Insert address of the Bidder) ……….. (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for ‘**Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4**’, under Ref No.: SRTS-II/C&M/I-3009/2025 (Hereinafter called "the Bid").

KNOW ALL PERSONS by these present that WE …….. (insert name & address of the issuing bank) ……… having its Registered/Head Office at …..…….(insert address of registered office of the bank)…….. (hereinafter called "the Bank" which expression shall include its successors, administrators, executors and assigns), are bound unto ……(insert name of Employer)….. (hereinafter called "the Employer") in the sum of ....................(insert amount of Bid Security in figures & words)......................................................……………. for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ............... day of ............... 2024.

THE CONDITIONS of this obligation are:

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

(2) 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

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or

(4) 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 executants (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

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) To sign the Contract Agreement, or

(ii) To furnish the required performance security.

or

(6) In any other case specifically provided for in bid document.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ……….. (insert date in line with bid document)…….., and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_\_\_\_\_ (value in figures)\_\_\_\_\_\_\_\_\_\_\_\_ [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (value in words)\_\_\_\_\_\_\_\_\_\_\_\_].

2. This Bank Guarantee shall be valid upto \_\_\_\_\_\_\_\_(validity date)\_\_\_\_\_\_\_\_\_\_.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_\_\_\_ (validity date) \_\_\_\_\_\_\_\_\_\_

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POA Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”

3. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned below in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”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,  TRADE CENTRE , 294, RACE COURSE ROAD , BANGALORE ,  KARNATAKA-560001 | SBIN0006198 | 10363892935 |

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

In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as per format.

**Attachment-2**

Power of Attorney

To be submitted by bidder as per ITB Clause 9.3 (b)

**Attachment-3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | | |
|  | | | | | |
| **(Qualifying Requirement Data)** | | | | | |
|  | | | | | |
| **Bidder’s Name and Address (the Company) :** | | | | To : | |
| **Name:** |  | | | Sr.General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | |
| **Address:** |  | | |
|  | | | | | |
| Dear Sir, | | | | | |
|  | | | | | |
| In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A (BDS) & additional information required as per ITB clause 9.3(c) of the Bidding Documents, we furnish herewith our QR data/details/documents etc., along with other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in BDS shall prevail). | | | | | |
|  | | | | | |
| We are furnishing the following details/document in support of Qualifying requirement for the subject package. | | | | | |
| A | Attached copies of original documents of Sole Bidder in PDF format. | | | | |
| a) | The constitution or legal status; | | | | |
| b) | The principal place of business; | | | | |
| c) | 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). | | | | |
|  |  | | | | |
| **1.0** | **GENERAL INFORMATION** | | | | |
|  | Bidder is required to provide general information as per the following format. | | | | |
| S No. | Particulars |  | | | |
| 1 | Name of the Firm |  | | | |
| 2 | GSTN No: |  | | | |
| 3 | Head Office/ Registered Office Address |  | | | |
| 4 | Telephone |  | | | |
| 5 | Fax |  | | | |
| 6 | Contact Person |  | | | |
| 7 | Mobile No |  | | | |
| 8 | Email address |  | | | |
| 9 | Place of Incorporation/ Registration |  | | | |
| 10 | Year of Incorporation/ Registration |  | | | |
| 11 | Nationality of |  | | | |
|  | Owner (i) |  | | | |
|  | Owner (ii) |  | | | |
|  | Owner (iii) |  | | | |
|  | | | | | |
|  | | | | | |
| **Date:** |  | | Printed Name : | |  |
| **Place:** |  | | Designation : | |  |

**Attachment-4**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | | | |
|  | | | | | | |
| **(Alternative, Deviations and Exceptions to the Provisions)** | | | | | | |
|  | | | | | | |
| **Bidder’s Name and Address (the Company) :** | | | | To: | | |
| **Name:** |  | | | Sr.General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | | |
| **Address:** |  | | |
|  | | | | | | |
| Dear Sir, | | | | | | |
|  | | | | | | |
| The bidder shall itemize any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information: | | | | | | |
|  | | | | | | |
| S No. | Reference clause in the Specifications | Deviation | | | Cost of withdrawal of the deviation | |
|  |  |  | | |  | |
|  |  |  | | |  | |
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|  |  |  | | |  | |
|  |  |  | | |  | |
|  |  |  | | |  | |
|  | | | | | | |
| The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.3  Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Attachment-4 and/or in the Bid form, Price schedules & 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 bid | | | | | | |
|  | | | | | | |
| **Date:** |  | | Printed Name : | | |  |
| **Place:** |  | | Designation : | | |  |

**Attachment-5**

**Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4**

**(Manufacturer’s Authorization Form)**

*(On Manufacturer’s Letterhead)*

***To: [Insert: name of Purchaser]***

Dear Ladies and/or Gentlemen,

WE …….(*insert name of the Manufacturer)……..* who are established and reputable manufacturers of ……..(*insert name and/or description of the goods)…….* having production facilities at ……..(*insert address of factory)…….* do hereby authorize ………(*insert name & address of Bidder)………..* (hereinafter, the “Bidder”) to submit a bid, and subsequently negotiate and sign the Contract with you against IFB for …….(*insert name of the package alongwith the project name)………..* including the above plant & equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified goods offered supporting the supply by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and ……(*insert name of the Bidder)……….* have entered into a formal relationship in which, during the duration of the Contract (including warranty/defects liability). We, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of …….. (*insert title of position or other appropriate designation)……..*

Date:.................... (Signature).......................………..

Place:................... (Printed Name)...............................….

(Designation)................……………........

(Common Seal).………............................

*Note 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.*

*2. Above undertaking shall be registered or notarized so as to be legally enforceable.*

**Attachment-6**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | |
|  | | | | |
| **(Work Completion Schedule)** | | | | |
|  | | | | |
| **Bidder’s Name and Address (the Company) :** | | | To : | |
| **Name:** |  | | Sr.General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | |
| **Address:** |  | |
|  | | | | |
| Dear Sir, | | | | |
|  | | | | |
| We hereby declare that the Delivery Schedule shall be followed by us for the subject Package i.e., …….(Insert Name of Package)…………. in line with the provisions of the Bidding Documents. | | | | |
|  | | | | |
| **Date:** |  | Printed Name : | |  |
| **Place:** |  | Designation : | |  |

**Attachment-7**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | | | | |
|  | | | | | | | |
| **(Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises)** | | | | | | | |
|  | | | | | | | |
| **Bidder’s Name and Address (the Company) :** | | | | To : | | | |
| **Name:** |  | | | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | | | |
| **Address:** |  | | |
|  | | | | | | | |
| Dear Sir, | | | | | | | |
|  | | | | | | | |
| 1. We hereby furnish the details of the items, components, raw material, services which we propose to buy/avail from Micro and Small Enterprises (MSEs) for the purpose of completion of works under the subject package: | | | | | | | |
|  | | | | | | | |
| S No. | Item Description | Quantity proposed to be bought/sub-contracted | | | Name of Micro and Small Enterprises (MSEs) | | |
| Name & Address | | Category |
|  |  |  | | |  | | |
|  |  |  | | |  | | |
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|  |  |  | | |  | | |
|  | | | | | | | |
| 2. The above is a list of items we propose to procure from MSEs. However, based on the situations during the execution of the contract, the above list may undergo changes. We hereby confirm that the details regarding actual procurement from MSEs carried out by us, as per the format provided at Forms and Procedures, of bidding documents, shall be submitted along with the bills for payment against supplies made/works done during execution of contract. | | | | | | | |
|  | | | | | | | |
| **Date:** |  | | Printed Name : | | |  | |
| **Place:** |  | | Designation : | | |  | |

Attachment-8

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | |
|  | | | | |
| **(Guarantee Declaration)** | | | | |
|  | | | | |
| **Bidder’s Name and Address (the Company) :** | | | To : | |
| **Name:** |  | | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | |
| **Address:** |  | |
|  | | | | |
| Dear Sir, | | | | |
|  | | | | |
| We conform that the equipments offered shall have minimum performance specified in Technical Specification. We further guarantee the performance/efficiency of the equipments in response to the Technical Specifications. | | | | |
|  | | | | |
| **Date:** |  | Printed Name : | |  |
| **Place:** |  | Designation : | |  |

**Attachment-9**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | | | |
|  | | | | | | |
| **(Information regarding Ex-employees of POWERGRID in our Organization)** | | | | | | |
|  | | | | | | |
| **Bidder’s Name and Address (the Company) :** | | | To : | | | |
| **Name:** |  | | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | | | |
| **Address:** |  | |
|  | | | | | | |
| Dear Sir, | | | | | | |
|  | | | | | | |
| We declare that we are aware of and have gone through the “Code of Business Conduct and Ethics for Senior Management Personnel”1 and “Code of Business Conduct and Ethics for Board Members”1 of POWERGRID (hereinafter referred to as the “Code of Conduct”). We further understand that as per the “Code of Conduct”, Senior Management Personnel including Board Members, who have retired/resigned from POWERGRID, shall not accept any appointment or post, as detailed in the referred “Code of Conduct”, within 1 year from the date of cessation of service/directorship unless approved by the Competent Authority  Accordingly, we hereby furnish the details of ex-employees of POWERGRID who had retired/ resigned at the level of General Manager and above from POWERGRID and subsequently have been employed by us: | | | | | | |
|  | | | | | | |
| S No. | Name of the person with designation in POWERGRID | Date of Retirement/ resignation from POWERGRID | | Date of joining and designation in our organization | | |
|  |  |  | |  | | |
|  |  |  | |  | | |
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|  |  |  | |  | | |
|  |  |  | |  | | |
|  |  |  | |  | | |
|  | | | | | | |
| \*In case the date of joining in the bidder’s organization of such ex-employee is within 1 year from the date of retirement/resignation from POWERGRID, No Objection Certificate/ approval from the Competent Authority must be furnished along with the bid or subsequent through clarification pursuant to ITB Clause 21.  In case of non-submission of No Objection Certificate/approval of the Competent Authority, as required, We understand that POWERGRID shall deal with such cases as per its Policy and procedures in vogue, which may also result in rejection of our bid. We also confirm that POWERGRID shall be the sole judge in this regard.  We further declare that any misrepresentation or submission of false/forged documents/information in this regard shall be dealt with as per the provisions of the Integrity Pact and/or the Bidding Documents and/or POWERGRID’s policy and procedures. | | | | | | |
|  | | | | | | |
| **Date:** |  | | | | Printed Name : |  |
| **Place:** |  | | | | Designation : |  |

Note:

1. “Code of Business Conduct and Ethics for Senior Management Personnel” and “Code of Business Conduct and Ethics for Board Members” are available on POWERGRID’s website <https://www.powergridindia.com>.

2. The information in similar format should be furnished for each partner of joint venture in case of joint venture bid.

3. In case bidder has furnished no details on ex-employees of POWERGRID or has left blank or has indicated ‘-‘ against the same, it shall be deemed that they have not employed any such person in their organization.

**Attachment-10**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | |
|  | | | | |
| **(Declaration regarding Social Accountability)** | | | | |
|  | | | | |
| **Bidder’s Name and Address (the Company) :** | | | To : | |
| **Name:** |  | | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | |
| **Address:** |  | |
|  | | | | |
| Dear Sir, | | | | |
|  | | | | |
| We conform that we stand committed to comply to all requirements of Social Accountability Standards i.e., SA8000 (latest Standard available at www.sa-intl.org) and maintain the necessary records. | | | | |
|  | | | | |
| **Date:** |  | Printed Name : | |  |
| **Place:** |  | Designation : | |  |

**Attachment-11**

**INTEGRITY PACT**

Between

**Power Grid Corporation of India Limited**

having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai,

New Delhi – 110 016

hereinafter referred to as

**"POWERGRID",**

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]*

having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert full Address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Insert the name of the Partner(s) of Joint Venture, as applicable]*

having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert full Address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as

**"The Bidder/Contractor"**

**Preamble**

POWERGRID intends to award, under laid-down organisational procedures, contract(s) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert the name of the package]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Package and Specification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. POWERGRID values full compliance with all

*[Insert Specification Number of the package]*

**relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders/ Contractors**.

In order to achieve these goals, POWERGRID and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact'** which will form a part of the bid.

It is hereby agreed by and between the parties as under:

**Section I - Commitments of POWERGRID**

(1) POWERGRID commits itself to take all measures necessary to prevent corruption and to observe the following principles :­

a) No employee of POWERGRID, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) POWERGRID will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. POWERGRID will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) POWERGRID will exclude from evaluation of Bids its such employee(s) who has any **personal** interest in the Companies/Agencies participating in the Bidding/Tendering process **and all known prejudiced persons**.

(2) **If POWERGRID obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act , or if there be a substantive suspicion in this regard, POWERGRID will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under POWERGRID’s Rules.**

**Section II - Commitments of the Bidder/Contractor**

(1) The Bidder*/*Contractor commits **itself** to take all measures necessary to prevent corruption. The **Bidder*/*Contractor** commits **itself** to observe the following principles during **its** participation in the tender process and during the contract execution:

a) The Bidder*/*Contractor will not, directly or through any other person or firm, offer, promise or give **to any of POWERGRID's** employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder*/*Contractor will not enter into any illegal **or undisclosed** agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) **The Bidder/Contractor shall not pass any information provided by POWERGRID as part of business relationship to others and shall not commit any offence under PC / IPC Act**.

d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder/Contractor will, when presenting his bid, disclose any and all **payments made**, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of POWERGRID.

g) **The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.**

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences. ­

**Section III- Disqualification from tender process and exclusion from future contracts**

(1) If the Bidder, before contract award, has **committed a transgression** through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, POWERGRID may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder/Contractor has **committed a transgression** through a violation of Section II such as to put his reliability or credibility into question, POWERGRID may, after following due procedures, **ban /blacklist the Bidder/Contractor in line with POWERGRID’s policy for “Black-Listing of Firms / Banning of Business**”. The imposition and duration of the **ban** will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The **ban** will be **imposed for a maximum of 3 years**.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, POWERGRID may revoke the **ban** prematurely.

**Section IV** - **Liability for violation of Integrity Pact**

(1) If POWERGRID has disqualified the Bidder from the tender process prior to the award under Section III, POWERGRID **is entitled for** **forfeiture** **of** the Bid Guarantee under the Bid.

(2) If POWERGRID has terminated the contract under Section III **or if POWERGRID is entitled to terminate the contract under Section III**, POWERGRID **shall be entitled** to forfeit the Contract Performance Guarantee of this contract, **in full or part thereof as may be decided**, besides resorting to other remedies under the contract.

**Section V**- **Previous Transgression**

(1) The Bidder shall **disclose in its Bid any**  transgressions occurred in the last **10** years with any other Public Sector Undertaking **or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle**.

(2) If the Bidder makes incorrect statement on this subject, **it** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and **further action can be taken in line with POWERGRID’s policies.**

**Section VI** - **Equal treatment to all Bidders */* Contractors**

(1) POWERGRID will enter into agreements with identical conditions as this one with all Bidders.

(2) POWERGRID will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

**Section VII - Punitive Action against violating Bidders */* Contractors**

If POWERGRID obtains knowledge of conduct of a Bidder or a Contractor or **its** subcontractoror of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractorwhich constitutes corruption, or if POWERGRID has substantive suspicion in this regard, POWERGRID will inform the Chief Vigilance Officer (CVO).

(\*)**Section VIII - Independent External Monitor/Monitors**

(1) POWERGRID has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. **The names of the IEMs have been indicated in the Bidding Documents.**

(2) The **panel of IEMs shall** review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. **The panel of IEMs** has right of access to all project documentation. **The panel of IEMs** may examine any complaint received by **them** and submit a report to Chairman-cum-Managing Director, POWERGRID, **giving joint findings**, at the earliest. **The panel** of IEMs may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / **She** reports to the Chairman-cum-Managing Director, POWERGRID.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of POWERGRID related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / **her** request and demonstration of a valid interest, unrestricted and unconditional access to **their**  documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(5) POWERGRID will provide to the IEMs information as sought by him / **her** which could have an impact on the contractual relations between POWERGRID and the Bidder/Contractor related to this contract. **The IEMs shall also sign declaration on ’Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum-Managing Direct**or, **POWERGRID and recuse himself/herself from that case**

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he **/ she** will so inform the Chairman-cum-Managing Director, POWERGRID and request the Chairman-cum-Managing Director, POWERGRID to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to POWERGRID and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to POWERGRID.

(7) The IEM will submit a written report to the Chairman-cum-Managing Director, POWERGRID within 8 to 10 weeks from the date of reference or intimation to him by POWERGRID and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Chairman-cum-Managing Director, POWERGRID, a substantiated suspicion of an offence under **PC / IPC Act**, and the Chairman-cum-Managing Director, POWERGRID has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) **While representing any matter in relation to the Integrity pact inter-alia including its transgression to the panel of IEMs, POWERGRID and Bidder/Contractor shall not approach the court of law and await the decision of the IEM in the matter.**

(10) The word ‘**IEM**’ would include both singular and plural.

*(\*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I : Invitation for Bids and/or Clause ITB 9.3 in Section – III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.*

**Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

**Section X - Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishmentof POWERGRID. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. **Side agreements have not been made**.

(3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

(5) **Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.**

(6) Views expressed or suggestions/submissions made by the parties and the recommendations of the ***CVO/***IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

*# CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.*

(7) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

|  |  |
| --- | --- |
| (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **(For & On behalf of POWERGRID)** | **(For & On behalf of Bidder/ Partner(s) of Joint Venture/ Contractor)** |
| (Office Seal) | (Office Seal) |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Witness 1 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness 1 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Witness 2 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness 2 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Attachment-12**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | |
|  | | | | |
| **(Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises)** | | | | |
|  | | | | |
| **Bidder’s Name and Address (the Company) :** | | To : | | |
| **Name:** |  | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | | |
| **Address:** |  |
|  | | | | |
| Dear Sir, | | | | |
|  | | | | |
| We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment. | | | | |
|  | | | | |
| 1 | Name of the Supplier/ Contractor in whose favour payment is to be made | |  | |
| 2 | Address with PIN Code and State | |  | |
|  | Registered Office: | |  | |
|  | Branch Office: | |  | |
|  | Correspondence Address: | |  | |
| 3a | Status – Company/others  [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable] | |  | |
| 3b | Are you a MSE owned by SC/ST\* entrepreneurs in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 including subsequent amendment/notification/ order (Indicate Yes/No)  Note: Documentary evidence is to be attached. Please refer remarks at the end of the attachment. | |  | |
| 3c | If 3(b) is ‘Yes’ please mention whether you are (Proprietary MSE/ Partnership MSE/ Private Limited Company) owned by SC/ST entrepreneurs | |  | |
| 3(d) | Are you a MSE owned by women in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018 including subsequent amendment /notification /order (Indicate Yes/No)  Note: Documentary evidence is to be attached. | |  | |
| 4 | Permanent Account (PAN) No. | |  | |
| 5 | GSTIN Numbers | |  | |
| I | GSTIN in the Sates/UT from where the supply of goods will take place | |  | |
|  | Name of the States/UT | | GSTIN number | |
| i) |  | |  | |
| (ii) |  | |  | |
| (iii) |  | |  | |
| (iv) |  | |  | |
| (v) |  | |  | |
| (vi) |  | |  | |
| II | GSTIN in the States/UT where the supply for services will take place (states where sites under the subject package is situated) | |  | |
|  | Name of the States/ UT | | GSTIN number | |
| (i) |  | |  | |
| (ii) |  | |  | |
| (iii) |  | |  | |
| (iv) |  | |  | |
| (v) |  | |  | |
| (vi) |  | |  | |
| 6 | PF Registration No. of the Company | |  | |
| 7 | PF Regional Office covered (with Address) | |  | |
| 8 | Name of Contact Person | |  | |
|  | Designation | |  | |
| 9 | Telephone No(s) | |  | |
|  | Landline(s): | |  | |
|  | Mobile(s): | |  | |
|  | Email ID : | |  | |
| 10 | Bank Details for Electronic Payment | |  | |
|  | Name of the Bank: | |  | |
|  | Address of Branch: | |  | |
|  | Account No.: | |  | |
|  | Type of Account: Saving Account /Current Account | |  | |
| 11 | 9 digit MICR code printed at bottom in middle, next to cheque no. | |  | |
| 12 | IFSC (for RTGS)/NEFT Code (to be obtained from the Bank ) Sample Cancelled Cheque to be enclosed | |  | |
|  | | | | |
| We hereby declare that the above information are true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank.  Remarks:  \*The definition of MSEs owned by SC/ST is as given under:  a. In case of proprietary MSE, proprietor(s) shall be SC /ST.  b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.  c. In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.  Documentary evidence: Please provide scanned copy(ies) of the SC/ST certificate(s) issued by District Authority as applicable for SC/ST MSE category as per (a), (b) or (c) above. | | | | |
|  | | | | |
| **Date:** |  | | Printed Name : |  |
| **Place:** |  | | Designation : |  |

**Attachment-13**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
| **(Additional Information)** | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
| **Bidder’s Name and Address (the Company) :** | | | | | | | | To : | | | | | | | | |
| **Name:** |  | | | | | | | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | | | | | | | | |
| **Address:** |  | | | | | | |
|  | | | | | | | | | | | | | | | | |
| Dear Sir, | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
| In support of the additional information required as per ITB Sub-Clause 9.3 (m) of the Bidding Documents, we furnish herewith our data/details/documents etc., along with other information, as follows (the stipulations have been reproduced in italics for ready reference):  1.0 The Bidder shall furnish  A certificate from their Banker(s) (as per prescribed formats in Form 12, 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. [Reference ITB clause 9.3(m)(i)]  1.1 In accordance with 1.0, certificate(s) from banker as per requisite format, indicating various fund based/non fund based limits sanctioned to the bidder or each member of the joint venture (if applicable) and the extent of utilization as on date is/are enclosed, as per the following details: | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
|  | Name of Bidder (Lead Partner) | | | | | | | |  | | | | | | | |
|  | Name of the Banker by whom certificate issued | | | | | | | |  | | | | | | | |
|  | Date of certificate (should not be earlier than 3 months prior to date of bid opening) | | | | | | | |  | | | | | | | |
|  | Whether fund based/non fund based limits are indicated in the certificate | | | | | | | |  | | | | | | | |
|  | Whether extent of utilization is indicated in the certificate | | | | | | | |  | | | | | | | |
| 1.2 The Bidder should accordingly also provide the following information/documents  (i) Details of Banker: | | | | | | | | | | | | | | | | |
|  | Name of Banker | | | | | | | |  | | | | | | | |
|  | Address of Banker | | | | | | | |  | | | | | | | |
|  | Telephone No. | | | | | | | |  | | | | | | | |
|  | Contact Name and Title | | | | | | | |  | | | | | | | |
|  | Fax No. | | | | | | | |  | | | | | | | |
|  | E-mail ID | | | | | | | |  | | | | | | | |
| (ii) As per para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, (if applicable) from all the partners) addressed to the Banker(s), authorizing POWERGRID to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply the same promptly, is/are enclosed as per following details: | | | | | | | | | | | | | | | | |
| Sl. No. | Letter Ref. | | | | | Date | | | | Addressed to (name of the  Bank) | | | | | | |
|  |  | | | | |  | | | |  | | | | | | |
|  |  | | | | |  | | | |  | | | | | | |
| (iii) Details of Provident Fund Code Number of the Bidder | | | | | | | | | | | | | | | | |
| Sl. No. | Name of Bidder | | | | | Provident  Fund Code  Number | | | | Details | | | | | | |
|  |  | | | | |  | | | |  | | | | | | |
|  |  | | | | |  | | | |  | | | | | | |
| 2.0 Litigation History  The bidder should provide 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 (if applicable) may result in rejection of Bid. [Reference ITB clause 9.3(m)(ii)]  2.1 Details of litigation history resulting from Contracts completed or under execution by the bidder over the last five years | | | | | | | | | | | | | | | | |
| Year | Name of client, cause of litigation/arbitration and matter in dispute | | | | | | Details of  Contract and  date | | | | Award for or  against the  bidder | | | | Disputed  amount | |
| 1 |  | | | | | |  | | | |  | | | |  | |
| 2 |  | | | | | |  | | | |  | | | |  | |
| 3 |  | | | | | |  | | | |  | | | |  | |
| 4 |  | | | | | |  | | | |  | | | |  | |
| 5 |  | | | | | |  | | | |  | | | |  | |
| 3.0 Details regarding previous transgressions of Integrity Pact  The bidder should provide detailed information on any transgression 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  3.1 Details regarding previous transgressions of Integrity Pact that occurred in the last 10 years | | | | | | | | | | | | | | | | |
| Year | Name of client | | | | | | | | Details of Transgression of Integrity Pact by the bidder | | | | | | | |
| 1 |  | | | | | | | |  | | | | | | | |
| 2 |  | | | | | | | |  | | | | | | | |
| 3 |  | | | | | | | |  | | | | | | | |
| 4 |  | | | | | | | |  | | | | | | | |
| 4.0 OTHER INFORMATION  4.1 Current Contract Commitments of works  Bidders (individual firms or each partners of JV, if applicable) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued. | | | | | | | | | | | | | | | | |
| Sl.no | Details of Contract | | | | Value of outstanding work (Rs.) | | | | | | | | Estimated completion date | | | |
|  |  | | | |  | | | | | | | |  | | | |
|  |  | | | |  | | | | | | | |  | | | |
|  |  | | | |  | | | | | | | |  | | | |
| 4.2 Financial Data:  Figures Rs in\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | |
| Details | Actual (Previous five years) | | | | | | | | Projection for next five years | | | | | | | |
|  | 2022-2023 | 2021- 2022 | 2020- 2021 | 2019-2020 | | | 2018-  2019 | | 2022-2023 | | | 2021- 2022 | | 2020- 2021 | 2019-2020 | 2018-  2019 |
| Total Assets |  |  |  |  | | |  | |  | | |  | |  |  |  |
| Current Assets |  |  |  |  | | |  | |  | | |  | |  |  |  |
| Total Liability |  |  |  |  | | |  | |  | | |  | |  |  |  |
| Current Liability |  |  |  |  | | |  | |  | | |  | |  |  |  |
| Profit before  taxes |  |  |  |  | | |  | |  | | |  | |  |  |  |
| Profit after taxes |  |  |  |  | | |  | |  | | |  | |  |  |  |
| **Date:** |  | | | | | | | | Printed Name : | | | | | | | |
| **Place:** |  | | | | | | | | Designation : | | | | | | | |

**Attachment-14**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | | | | |
|  | | | | | | |
| **(Declaration for tax exemptions, reductions, allowances or benefits)** | | | | | | |
|  | | | | | | |
| **Bidder’s Name and Address (the Company) :** | | | To : | | | |
| **Name:** |  | | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 | | | |
| **Address:** |  | |
|  | | | | | | |
| Dear Sir, | | | | | | |
|  | | | | | | |
| 1 | We confirm that we are solely responsible for obtaining following tax exemptions, reductions, allowances or benefits in respect of supplies under the subject package, in case of award. We further confirm that we have considered the same in our bid thereby passing on the benefit to POWERGRID while quoting our prices. In case of our failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will not compensate us. | | | | | |
| 2 | We are furnishing the following information required by the Employer for issue of requisite certificate if and as permitted in terms of the applicable Govt. of India policies/procedures (in case of award): | | | | | |
|  | | | | | | |
| S No. | Applicable Act, Notification No. and Clause Ref. No | Description of item on which applicable | | | Country of origin | Remarks, if any |
|  |  |  | | |  |  |
|  |  |  | | |  |  |
|  |  |  | | |  |  |
|  |  |  | | |  |  |
|  |  |  | | |  |  |
|  |  |  | | |  |  |
|  | | | | | | |
| (The requirements listed above are as per current Notification of Govt. of India indicated above. These may be modified, if necessary, in terms of the Notifications.) | | | | | | |
|  | | | | | | |
| **Date:** |  | | | Printed Name : | | |
| **Place:** |  | | | Designation : | | |

**Attachment-15**

|  |  |  |  |
| --- | --- | --- | --- |
| **Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4** | | | |
|  | | | |
| **(Declaration)** | | | |
|  | | | |
| **Bidder’s Name and Address (the Company) :** | | | To : |
| **Name:** |  | | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 |
| **Address:** |  | |
|  | | | |
| Dear Sir, | | | |
|  | | | |
| We confirm that Bid Form and Price Schedules in the Second Envelope have been filled up by us as per the provisions of the Instruction to Bidders. Further, we have noted that the same shall be evaluated as per the provisions of the Bidding Documents.  Further, we hereby confirm that except as mentioned in the Attachment – 4 (Alternative, Deviations and Exceptions to the Provisions) hereof forming part of our First Envelope :   1. there are no discrepancies/inconsistencies and deviations/omissions/ reservations to the Bidding Documents, in the Second Envelope bid; 2. the description of items and the unit thereof in the price schedules in the Second Envelope bid are in conformity with those indicated in the price schedule of the Bidding Documents without any deviation to the specified scope of work.   We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/  reservations, as referred to in para (i) and (ii) above, is observed in the Second Envelope, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to  POWERGRID. However, in case of any arithmetical errors, the same shall be governed as per the provision of ITB Sub-Clause 27.2 read in conjunction with BDS. | | | |
|  | | | |
| **Date:** |  | Printed Name : | |
| **Place:** |  | Designation : | |

**Attachment-16**

**Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4**

**(Declaration of Key Managerial Person and Power of Attorney holder)**

Bidder’s Name and Address: To: Sr. General Manager(C&M)

Power Grid Corporation of India Ltd.,

Southern Region Transmission System-II

Near RTO Test Driving Track,

Singanayakanahalli,

Yelahanka Hobli, Bangalore-560064

Dear Sir,

1. We confirm that the declarations made in our bid, particularly regarding eligibility/qualification data and documents submitted in our bid in support of the declarations, are true and correct to the best of our knowledge

2. We confirm that in support of meeting the Technical experience requirement, we have enclosed self-certified copy of Contract/ Award Letter and certificate from the utility for which the contract has been executed.

3. We shall furnish clarification to bid, if any sought by Purchaser. We understand that if we fail to rectify/furnish the requested documents if any, within 7 working days’ notice, our bid is liable to be rejected.

4. We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Purchaser tenders and that our Bid Security/ Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Document/Integrity Pact/Purchaser’s policy.

5. Our annual manufacturing capacity as certified by a Chartered Engineer or similar Professional/ Professional body/Govt Agencies is:

------ (insert name of Equipment/Instrument/Goods offered/etc.) annum

*[Certificate from Chartered Engineer or similar Professional/ Professional body/Govt Agencies in the country of the bidder/proposed manufacturer is to be enclosed along with this Attachment.**Annual manufacturing capacity of all the manufacturers to be furnished separately]*

6.Notwithstanding above, we also understand that the Bid Capacity/Manufacturing Capacity as declared hereinabove, shall be subject to assessment, if any, by the Purchaser, which shall be final and binding. We also confirm that the Purchaser may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Purchaser’s tenders in future as considered appropriate by Purchaser and our Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

Date:....................

Place:...................

(Signature of Power of Attorney holder)...................................................………..

(Printed Name)..........................................………….

(Designation)................…………..............................

(Common Seal).…………..........................................

(Signature of Key Managerial Person)...................................................………..

(Printed Name)..........................................………….

(Designation)................…………..............................

(Common Seal).…………..........................................

*Note:* *Key Managerial Personnel (KMP) of the company shall include 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.*

**Attachment-17**

**Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4**

(**Declaration regarding events encountered pursuant to ITB Clause 2.1)**

|  |  |  |
| --- | --- | --- |
|  | | |
| **Bidder’s Name and Address (the Company) :** | | **To :** |
| **Name:** |  | Sr. General Manager(C&M)  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 |
| **Address:** |  |
|  | | |

Dear Sir,

1.0 In accordance with the relevant provisions of the bidding documents inter-alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows

| Sr. No. | Event |  |
| --- | --- | --- |
| 1. | Whether there was Termination of Contract(s) due to Contractor’s default | * Yes * No |
| 2. | Whether there was Encashment of CPG(s) due to non-performance | * Yes * No |
| 3. | Whether there was repeated failure of major Equipment(s) while in service\* | * Yes * No |
| 4. | Whether substantial portion of works (more than 50% of the Contract\*\*) is sub-contracted, under an existing Contract | * Yes * No |
| 5. | Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor | * Yes * No |
| 6. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)* | * Yes@ * No |

*Note:*

*1. Information regarding events at Sl. No. 1 to 5 shall be furnished for events occurred during last one year under the contract(s) executed by you for POWERGRID (Owned as well as Consultancy)*

*\*2. In case POWERGRID has issued a letter in this regard wherein the firm has been put on hold from award of further contract(s) for a specified period and this specified period of hold is yet to expire, the bidder shall indicate “Yes” against this event.*

*\*\*3. For the purpose of working out 50% of the Contract, following shall be taken into account suitably:*

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

*(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder as illustrated below:*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Sl. No.*** | ***Type of Package/ Contract*** | ***Main aspect of the QR*** | ***Criteria for working out 50% of the Contract*** |
| *1.* | *Conductor/Insulator Package* | *Manufacture & Supply* | *50% of the total supply of Conductor/Insulator under the Contract* |
| *2.* | *Tower Package* | *Construction of Transmission Line* | *50% of the total Transmission Line construction under the Contract* |
| *3.* | *Substation(AIS) Package* | *Construction of bays* | *50% of the total bays construction under the Contract* |
| *4.* | *Transformer/Reactor* | *Manufacture & Supply* | *50% of the total supply of Transformer/Reactor under the Contract* |
| *5.* | *Substation(GIS) Package* | *Manufacture & Supply of GIS bays* | *50% of the total supply of GIS bays under the Contract* |

***The guiding principles as illustrated above shall be followed while dealing with other packages/contracts.***

*@4. Regarding Sl. No. 6, in case of ‘Yes’, following information shall be submitted additionally:*

|  |  |
| --- | --- |
| *Date on which the firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)* | *…………* |
| *Whether the process under IBC has been concluded*  *(If yes, supporting documents be submitted)* | *Yes*  *No* |

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Employer tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Integrity Pact/Employer’s policy.

|  |  |  |
| --- | --- | --- |
| **Date:** |  | Printed Name : |
| **Place:** |  | Designation : |

Attachment-18

**Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4**

(Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order **and MoP Order**, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.)

**Date:………..**

I \_\_\_\_\_\_\_\_S/o, D/o, W/o, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

**‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power** (hereinafter **MoP order**)

and any subsequent modifications/Amendments**,** if anyand

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content ofgoods/services/works supplied by me for \_\_\_\_\_ ***(Enter the name of the package) \_\_\_\_\_\_*.**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

**That the ‘Local Content ‘as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for \_\_\_\_\_ *(Enter the name of the package) \_\_\_\_\_\_***  **is ……… percent (%).**

That the goods/services/works supplied by me for \_\_\_\_\_\_ ***(Enter the name of the package)*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ meet the ‘Local Content‘ requirement as defined in the PPP-MII order **and MoP order for ‘Class –I local supplier**.

That the value addition for the purpose of meeting the ‘Local Content ‘has been made by me at ……………………… (*Enter the details of the location(s) at which value addition is made)*.

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Local Content prescribed for **‘Class –I local supplier’.**

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to eb attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of……………………………………………… (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Attachment-19

**Supply of Towers for 400kV interconnection line between KKNPP-1&2 and KKNPP-3&4**

**(Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) in line with ITB 2.1)**

*(In case of a Joint Venture bid, the declaration/* *certification shall be given by all partners of the Joint Venture)*

|  |  |  |
| --- | --- | --- |
|  | | |
| **Bidder’s Name and Address (the Company) :** | | To : |
| **Name:** |  | Sr. General Manager(C&M),  Power Grid Corporation of India Ltd.,  Southern Region Transmission System-II  Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore-560064 |
| **Address:** |  |
|  | | |

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**’’] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.

We certify that we, the bidder is/are not from such a country or, if from such a country, has been registered **as per provisions of the Bidding Documents** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached*.]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Integrity Pact and/or Bidding Documents and/or POWERGRID’s policy and procedures.

|  |  |
| --- | --- |
| Date: | Printed Name: |
| Place: | Designation: |

Bid-Securing Declaration-(In lieu of EMD for Non-MSEs)

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

To:

Sr. General Manager(C&M)

Power Grid Corporation of India Ltd.,

SR-II,RHQ

Bangalore-560064

We, [insert *name of the Bidder]* understand that, according to bid conditions, Bids must be supported by a Bid-Securing Declaration.

We the Bidder hereby declare that*,* if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within 1 year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

1. If we fail to submit the EMD / Bid Security for the subject package, in case our bid is evaluated as L-1; or
2. If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or
3. In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment – Declaration of the Bid; or
4. If we do not accept the corrections to arithmetical errors identified during preliminary evaluation of our bid pursuant to ITB Clause 27.2; or
5. If, as per the requirement of Qualification Requirements, we fail to submit a Deed of Joint Undertaking (duly attested by Notary Public of the place(s) of the respective executants (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
6. In the event of us being a successful Bidder, if we fail 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, in accordance with ITB Clause 35.

~~or~~

1. In any other case specifically provided for in ITB.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

**Qualifying Requirements (Rev-1)**

1. **GENERAL:**
   1. Qualification of the bidder will be based on meeting the minimum pass/fail criteria specified in technical requirement below regarding the Bidder’s Technical experience and financial position as demonstrated by the Bidders responses in the document submitted during the bidding.
   2. POWERGRID reserves the right to waive deviations to QR provided it does not impact the execution of contract. The decision of POWERGRID in this regard shall be final and binding on bidders.
   3. The owner reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessments in an overall interest of the owner.

# Technical Requirement:

2.1. Approved vendors of POWERGRID or vendors who have been listed **under POWERGRID Compendium of Vendor**s, as on the re-scheduled date of opening i.e 01.08.2025 for supply of Towers for 345 kV S/c or 345 kV D/c voltage level or higher voltage level shall be **deemed to meet the technical requirement.**

2.2. The bidder can be an Original equipment manufacturer (OEM) of Towers for Transmission lines of 345 kV S/c or 345 kV D/c voltage level or higher voltage level and should have manufactured, and supplied similar types of Towers to any Public Sector Undertaking or any Government Research Institutes or reputed private sector Power utilities during last seven (**07) years** as on the re-scheduled date of opening i.e.01.08.2025

(OR)

The bidder should have executed similar works, that is supplied similar types of Towers for Transmission lines of 345 kV S/c or 345 kV D/c voltage level or higher voltage level to any Public Sector Undertaking or any Government Research Institutes or reputed private sector Power utilities with assured access\* to POWERGRID approved vendors at 2.1 (or) OEMs meeting criteria at 2.2) during last seven **(07) years** as on the re-scheduled date of opening i.e. 01.08.2025 as per the following:

1. Three(03) similar completed supply works (Supply of Towers for 345 kV S/c or 345 kV D/c voltage level or higher voltage level) costing not less than the amount equal to. **Rs. 225.31 lakhs.**

Or

1. Two(02) similar completed supply works (Supply of Towers for 345 kV S/c or 345 kV D/c voltage level or higher voltage level) costing not less than the amount equal to. **Rs. 281.63 lakhs.**

Or

1. One(01) similar completed Supply work (Supply of Towers for 345 kV S/c or 345 kV D/c voltage level or higher voltage level) costing not less than the amount equal to **Rs. 450.61 lakhs**.

\*In case of assured access from tower manufacturer(s), the contractor along with the bid, shall furnish a joint deed of undertaking (Format enclosed at annexure) along with the manufacturer(s) to guarantee quality & timely supply of tower parts from each of the manufacturer(s) at the time of finalizing the manufacturer(s).Failure to furnish the joint deed of undertaking, the bid of the agency will be treated as non-responsive.

*In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract.*

Following documents shall be submitted by the bidder(s) towards technical capability:

Completion certificate(s) / Performance Certificate(s) detailing the scope of works (Supply of Towers for 345 kV S/c or 345 kV D/c voltage level or higher voltage level) / project completed covering the works showing the completed value, period of execution of the project, completion period / date.

# 3.0. Financial Requirements:

# 3.1. Minimum Average Annual Turnover\*(MAAT) for the best 03 (three) years out of last 05 (five) financial years of the firm should not be less than Rs. 845 Lakhs.

# 3.2. Bidder shall have Liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs.140.82 Lakhs.

# 3.3.Net worth of the bidder for last 03 (Three) financial years should be positive.

**Note : -\***Annual Gross Revenue from operations/Gross operating income as incorporated in the profit & loss account excluding other operative income/other income.

In case bidder is a holding company, the Financial Position criteria referred to in clause 3. 1, 3.2 &3.3 above shall be that of holding company only (i.e. excluding its subsidiary / group companies).

In case Bidder is a subsidiary of a holding company, Financial requirement referred to in clause 3.1, 3.2 & 3.3 above shall be of that subsidiary company only (i.e. excluding its holding company). Following documents shall be submitted by the bidder(s) towards financial capability:

Complete Annual report along with the Audited Statement of Accounts comprising of Balance Sheets and Profit & Loss Account of the company (of its own, if the company is holding or subsidiary) for last 05 (five) years immediately preceding the date of NIT.

**Relaxation for Start-Ups\*/ MSEs: -**

Start-Ups\*/ MSEs, meeting the specified requirements at Para 3.3 above in Financial Position shall also be considered qualified if they meet Eighty (80) % of the requirement specified at Para 3.1 & 3.2 above in Financial Position.

\* Start-Ups as defined by DIPP, applicable as on the originally scheduled date of bid submission.

#Satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remark.

4.0 The bidder shall furnish documentary evidence in support of the qualification requirement stipulated above.