

Bid Document

Bid Details	
Bid End Date/Time	10-09-2022 11:00:00
Bid Opening Date/Time	10-09-2022 11:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Power Grid Corporation Of India Limited
Organisation Name	Power Grid Corporation Of India Limited
Office Name	Corporate Office Gurgaon
Total Quantity	473
Item Category	Un-armored 12F Aerial Fiber Optic Cable (Q3) , Un-armored double HDPE Sheath 12F Underground Fibre Optic Cable (Q3) , Un-armored double HDPE Sheath 24F Underground Fibre Optic Cable (Q3) , Un-armored double HDPE Sheath 48F Underground Fibre Optic Cable (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	Un-armored double HDPE Sheath 48F Underground Fibre Optic Cable
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	25705557
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
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EMD Percentage(%)	2.00
EMD Amount	514111

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	19

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

COMPANY

Corporate Office Gurgaon, POWER GRID Corporation OF INDIA Limited, POWER GRID Corporation OF INDIA Limited, Ministry of Power
(Power Corporation Of India Limited)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the

offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
18-08-2022 11:00:00	SRTCC, POWERGRID, Bangalore

Un-armored 12F Aerial Fiber Optic Cable (86 kilometer)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Abhiram Singh	602105,POWER GRID CORPORATION OF INDIA LTD 400KV Substation Pennalur Sriperumbudur	22	120

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
2	Murali R R	642203,POWERGRID CORPORATION OF INDIA LIMITED, 400KV substation, Kaniyur (Via), Myvadi(Post), Udumalpet, Tirupur Dist, Tamil Nadu - 642203	2	120
3	Veeravarapu Venkataramana	695316,Power Grid Corporation of India Ltd. 400 kV Substation Pallipuram Trivandrum	18	120
4	Padala Satish	521212,Power Grid Corporation of India Limited, Vijayawada 400KV Substation, Nunna-Post, Nuzvid Road, Vijayawada, Andhra Pradesh- 521212	11	120
5	Kommalapudi Srihari	530032,POWERGRID CORPORATION OF INDIA LIMITED, VIZAG HVDC SUB-STATION AND 400KV SUB STATION , SECTOR-10 UKKUNAGARAM,VISAKHAPATNAM	10	120
6	Mohan Rao Baggineni	501301,Power Grid Corporation of India Limited, Post Box No.2, Hyderabad 400 kV substation, Ghanapur Village, Ghakesar-Post, R.R District Hydraba-501301	23	120

**Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable (49 kilometer)
(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Abhiram Singh	602105,POWER GRID CORPORATION OF INDIA LTD 400KV Substation Pennalur Sriperumbudur	15	120

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
2	Veeravarapu Venkataramana	695316,Power Grid Corporation of India Ltd. 400 kV Substation Pallipuram Trivandrum	6	120
3	Padala Satish	521212,Power Grid Corporation of India Limited, Vijayawada 400KV Substation, Nunna-Post, Nuzvid Road, Vijayawada, Andhra Pradesh- 521212	2	120
4	Kommalapudi Srihari	530032,POWERGRID CORPORATION OF INDIA LIMITED, VIZAG HVDC SUB-STATION AND 400KV SUB STATION , SECTOR-10 UKKUNAGARAM,VISAKHAPATNAM	20	120
5	Mohan Rao Baggineni	501301,Power Grid Corporation of India Limited, Post Box No.2, Hyderabad 400 kV substation, Ghanapur Village, Ghakesar-Post, R.R District Hydraba-501301	6	120

**Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable (204 kilometer)
(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Abhiram Singh	602105,POWER GRID CORPORATION OF INDIA LTD 400KV Substation Pennalur Sriperumbudur	38	120
2	Murali R R	642203,POWERGRID CORPORATION OF INDIA LIMITED, 400KV substation, Kaniyur (Via), Myvadi(Post), Udumalpet, Tirupur Dist, Tamil Nadu - 642203	26	120

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
3	Veeravarapu Venkataramana	695316,Power Grid Corporation of India Ltd. 400 kV Substation Pallipuram Trivandrum	38	120
4	Kommalapudi Srihari	530032,POWERGRID CORPORATION OF INDIA LIMITED, VIZAG HVDC SUB-STATION AND 400KV SUB STATION , SECTOR-10 UKKUNAGARAM,VISAKHAPATNAM	10	120
5	Mohan Rao Baggineni	501301,Power Grid Corporation of India Limited, Post Box No.2, Hyderabad 400 kV substation, Ghanapur Village, Ghakesar-Post, R.R District Hydraba-501301	32	120
6	Saumya Singh	560082,POWERGRID CORPORATION OF INDIA LIMITED, 400 kV BANGALORE SUB STATION, 26th KM Kanakapura Road, Somanahalli, BANGALORE, Karnataka-560082	60	120

**Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable (134 kilometer)
(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Abhiram Singh	602105,POWER GRID CORPORATION OF INDIA LTD 400KV Substation Pennalur Sriperumbudur	23	120
2	Veeravarapu Venkataramana	695316,Power Grid Corporation of India Ltd. 400 kV Substation Pallipuram Trivandrum	2	120

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
3	Kommalapudi Srihari	530032,POWERGRID CORPORATION OF INDIA LIMITED, VIZAG HVDC SUB-STATION AND 400KV SUB STATION , SECTOR-10 UKKUNAGARAM,VISAKHAPATNAM	50	120
4	Mohan Rao Baggineni	501301,Power Grid Corporation of India Limited, Post Box No.2, Hyderabad 400 kV substation, Ghanapur Village, Ghakesar-Post, R.R District Hydraba-501301	4	120
5	Saumya Singh	560082,POWERGRID CORPORATION OF INDIA LIMITED, 400 kV BANGALORE SUB STATION, 26th KM Kanakapura Road, Somanahalli, BANGALORE, Karnataka-560082	55	120

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	INVITATION FOR BIDS (IFB) View	INVITATION FOR BIDS (IFB)	Un-armored 12F Aerial Fiber Optic Cable(86),Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)
2	INSTRUCTION TO BIDDERS (ITB) and GENERAL CONDITIONS OF CONTRACT (GCC) View	INSTRUCTION TO BIDDERS (ITB) and GENERAL CONDITIONS OF CONTRACT (GCC)	Un-armored 12F Aerial Fiber Optic Cable(86),Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)
3	Special Terms and Conditions (BDS and SCC) of the Contract View	Special Terms and Conditions (BDS and SCC) of the Contract	Un-armored 12F Aerial Fiber Optic Cable(86),Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)

S.No.	Document Title	Description	Applicable i.r.o. Items
4	Sample forms and payment terms View	Sample forms and payment terms	Un-armored 12F Aerial Fiber Optic Cable(86),Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)
5	Qualifying Requirements View	Qualifying Requirements	Un-armored 12F Aerial Fiber Optic Cable(86),Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)
6	First Envelope and Bid Forms View	First Envelope and Bid Forms	Un-armored 12F Aerial Fiber Optic Cable(86),Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)
7	Checklist View	Checklist	Un-armored 12F Aerial Fiber Optic Cable(86),Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)
8	Technical Specifications for UG Cable View	Technical Specifications for UG Cable	Un-armored Double HDPE Sheath 12F Underground Fibre Optic Cable(49),Un-armored Double HDPE Sheath 24F Underground Fibre Optic Cable(204),Un-armored Double HDPE Sheath 48F Underground Fibre Optic Cable(134)
9	Technical Specifications for Aerial Cable View	Technical Specifications for Aerial Cable	Un-armored 12F Aerial Fiber Optic Cable(86)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A) Scope of Work :The scope of work shall include “**Supply of Unarmored Aerial and UG OFC**” which includes Supply, Freight, Insurance, unloading at Consignee site, and testing as per Technical Specification document attached in **Buyer Specification Document**

B) Point 9.0 of Buyer Specification Document for Un-armored 12F Aerial Fiber Optic Cable (86 kilometer) may be read as

"Warranty

The material shall be warranted for twelve (12) months from the date of issuance of taking over certificate of the cable drums at POWERGRID store. If during the warranty period any defect shall be found in design, engineering, materials and workmanship of the cable, the contractor shall promptly, in consultation and agreement with respective RTCC of POWERGRID, replace the faulty drums at its own cost."

C)

- 1. Quantity Variation:** Percentage for the quantity variation under this tender shall be limited to plus/ minus thirty (+/- 30) percent of the total contract value, during any time of the contract at same rate and terms & conditions. POWERGRID Amendment to the quantity variation shall be given as per requirement.
- 2. Bid Validity:** Bids shall be valid for a period of 180 days from the date of opening of Technical bids. The above Bid validity period shall supersede any other clause in GeM Bid. All bidders shall comply the same in their bid and accept the bid validity extension in GeM portal, whenever requested by the buyer.
- 3. QR:** The Qualifying Requirements like MAAT, past performance criteria of bidders shall be as per POWERGRID QR uploaded in “**Buyer added Bid Specific Additional Scope of Work**”. Bidders shall upload the documents as proof of compliance to the POWERGRID QR.
- 4. MSME criteria:** Sellers/ Service Providers claiming to be an MSE have to register on Udyam Registration portal and provide a copy of Udyam Registration certificate, as documentary evidence in its bid in line with notification of Government of India, Ministry of Small Scale Industries, vide S.O. 1702(E) dated 1 st June, 2020 superseded by S.O. 2119(E) dated 26/06/2020 published in the Gazette of India, Extraordinary, Part II, Section3, Sub-section(ii). In case of non-submission of the above mentioned supporting documents, the Seller/ Service Provider shall not be considered as MSE.

Further, all other identifiers for classifying a firm as MSE viz. registration with District Industries Centers (DICs)/ Khadi& Village Industries Commission (KVIC)/ Khadi&Indutries Board (KVIB)/ Coir Board or National Small Industries Corporation (NSIC)/ Directorate of Handicrafts and Handlooms/ Udyog Aadhar Memorandum etc. may not be accepted for classification as MSE.
- 5. Earnest Money Deposit (EMD):** The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated above.

The EMD may be submitted in the following formats,

- i. Demand draft with Account Payee Demand Draft in favour of POWERGRID CORPORATION OF INDIA LIMITED payable at Bangalore

ii. Bankers Cheque with Banker's Cheque in favour of POWERGRID CORPORATION OF INDIA LIMITED payable at Bangalore.

iii. Bank Guarantee- Format attached in "Buyer uploaded ATC document". BG shall be valid for 250 days from the original date of bid opening.

iv. Online Payment- EMD can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY - <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

Payment Category	EMD
Sub-category	EMD payment-SR-II
Name of Depositor	Name of the Bidder
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing
Payment Remarks	EMD for [enter the name of the package]

Bidder has to upload scanned copy / proof of the Bid Security along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date and mailed to below mail Ids.

1. pmishra@powergrid.in
2. minurraju@powergrid.in
3. sammeta@powergrid.in

Micro and Small Enterprises (MSEs) registered with UDYAM are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above.

6. Security Deposit/Contract Performance Guarantee

- i. The successful bidder is required to submit a Contract Performance Guarantee (CPG) for an amount equal to 3% of total Contract value in for of BG. The same (CPG) shall be released after 3 months from the date of DLP (Warranty). Format attached in "Buyer uploaded ATC document"
- ii. The Bank Guarantee for performance security is to be provided by the Contractor, 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 scheduled commercial private bank located in India as per para (b) above.

Alternatively, In case of non-submission of CPG, Security Deposit shall be deducted from Running Bills @ 3%. The CPG/Security deposit amount will not earn any interest, whatsoever the period retained by POWERGRID

7. The "**First envelop and Bid Forms**" attached in "**Buyer added Bid Specific Additional Scope of Work**" need to be filled, signed and uploaded in technical part of bid. For convenience bidders may request for excel sheet of the "First envelop and Bid Forms" on mail ids mentioned at 13 below.
8. Technical Specifications, FAT, Testing, Guarantee etc., shall be as per **Buyer Specification Document**
9. POWERGRID Sample forms for Bank Guarantee are attached in **Buyer uploaded ATC document.**
10. **Defect Liability Period (Warranty):** The Defect Liability Period shall be twelve (12) from the date of issuance of taking over certificate of the cable drums at POWERGRID store. If during the warranty period any defect shall be found in design, engineering, materials and workmanship of the cable, the contractor shall promptly, in consultation and agreement with respective RTCC of POWERGRID, replace the faulty drums at its own cost at no additional cost to POWERGRID.
11. The mandatory documents to be uploaded in bid by bidders
 - a. Scanned copy / proof of the Bid Security (EMD) by the bidders. The bidders who are exempted from submission of EMD shall submit documentary evidence for the same
 - b. Self-declaration on company Letter head to comply for **Buyer Specification Document, Buyer added Bid Specific Additional Scope of Work, Buyer uploaded ATC document and Buyer Added Bid Specific Terms and Conditions**
 - c. Duly filled and signed "First Envelope Attachments and Bid Forms" attached in "**Buyer added Bid Specific Additional Scope of Work**"
 - d. Integrity Pact (attachment-14 in first envelop and bid forms)
 - e. Safety Pact (attachment-18 in first envelop and bid forms)
 - f. Certificate from bank as per attachment-16 in first envelop and bid forms. (Format given in 'Payment terms, insurance and sample forms' in payment Terms) " need to be filled and uploaded
 - g. Local Content Declaration: Bidders shall submit Self certification regarding Local Content in line with PPP-MII order and DoT Order, on a non-judicial stamp paper of Rs. 100/-. (Format given in Attachment-21 of first envelop and bid forms)
 - h. Audited Balance sheets of recent 5 financial years.
 - i. Supporting documents (POs and performance certificate) for compliance of technical experience as per POWERGRID Qualifying requirements (QR).
 - j. Check list attached in "**Buyer added Bid Specific Additional Scope of Work**" need to be filled and uploaded
 - k. Power of Attorney
 - l. Filled Check list
 - m. Company details (Registration certificate, GST registration certificate, PAN, bank details with proof, profile of the company, MSME if applicable, PF details etc.,)

The above list is exhaustive, however bidders are requested to go through the bid document and submit the requisite documents

12. In case of any contradiction in terms and conditions between the GeM Policy and POWERGRID Bidding Document, the latter shall prevail.

13. Bidders can submit their queries online to the below mail ids and clarification will be provided for the same via mail.

- i. pmishra@powergrid.in
- ii. minurraju@powergrid.in
- iii. sammeta@powergrid.in

14. Rate quoted in GeM is inclusive of Supply, Freight, Insurance cost, unloading at Consignee site, all taxes & duties, testing Charges incurred if any.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---