

Bid Number: GEM/2021/B/1563031

Dated: 30-09-2021

Bid Document

Bid Details				
Bid End Date/Time	15-10-2021 11:00:00			
Bid Opening Date/Time	15-10-2021 11:30:00			
Bid Life Cycle (From Publish Date)	90 (Days)			
Bid Offer Validity (From End Date)	70 (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	26			
Item Category	48V/600 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each), 48V/600 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) with Buy Back, 48V/1000 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each), 48V/1500 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) with Buy Back, 48V/3000 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) with Buy Back			
MSE Exemption for Years of Experience and Turnover	No			
Startup Exemption for Years of Experience and Turnover	No			
Document required from seller	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, 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	No			
rimary product category 48V/3000 AH (min) VRLA Maintenance free Battery (24cells of 2V each) with Buy Back				
Time allowed for Technical Clarifications during technical evaluation	2 Days			
Evaluation Method	Total value wise evaluation			

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	43

(a). 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 (Powergrid 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

- 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 OUANTITY.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
05-10-2021 11:00:00	Online

48V/600 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) (4 set)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	85%
Min Cost Allocation for ICT as a % of product cost	15%
Number of days allowed for ICT after site readiness communication to seller	14 Days

Additional Specification Documents

DrawingDocument1	<u>View</u>

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Srinivasan	638706,Power Grid Corporation of India Ltd., ± 800 KV HVDC Terminal Station, Sirukinar Village, Nochipalayam Post, Dharapram Taluk,Tiruppur Distrcit, Tamilnadu,-638706,	1	98
2	Aladiperumal Ragunayagam	627012,POWER GRID CORPORATION OF INDIA LIMITED, 400KV SUBSTATION, Abhishegapatti Village, Vellalamkulam Post, Via M.S.University, Tenkasi Road, Tirunelveli, Tamil Nadu-627012	1	98

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
3	Bogelavenugopal Murali Patnaik	641659,POWERGRID CORPORATION OF INDIA LIMITED, 400/230kV Substation, Opp to Senni Aandavar Temple, Karumathampatti Post, Coimbatore, Tamil Nadu- 641659	1	98
4	Puli Surya Prakash	530016,37/2,Rathnadham Arcade, Dwaraka nagar,Vishakhapatnam	1	98

48V/600 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back (14 set)

(Minimum 50% Local content required for MII compliance)

Brand Type Unbranded			
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Technical Specifications

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Additional Specification Documents

DrawingDocument1	<u>View</u>

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Padala Satish	521212,Power Grid Corporaton of India Limited, Vijayawada 400KV Substation, Nunna-Post, Nuzvid Road, Vijayawada, Andhra Pradesh- 521212	1	98

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
2	Syed Sabeer Ali	506006,Power Grid Corporation of India Limited, Warangal 400/220KV Substation Oglapur (Village), Damera (PO), Atmakur Mandal, Warangal Rural dist, Telangana-506006	2	98
3	Ridhu K R	641037,Power Grid Corporation of India Limited, S3-E, 2nd Floor, Manchester Square,14 Puliyakulam Road, Coimbatore, Tamil Nadu-641037	1	98
4	Rajasekaran S	577596,POWERGRID CORPORATION OF INDIA LIMITED, Hiriyur 400KV Substation, 10th KM, Vani Vilas Sagar Road, Beerenhalli Village & Post Hiriyur Taluk, Chitradurga Dist, Karnataka- 577599	1	98
5	Jasti Srinivasa Rao	507182,Power Grid Corportion of India Limited, Khammam 400 kv Substation, Budidampadu Village, Komminepalli-Post, Kammam- District, Telangana-507182	1	98
6	Rahul Raj	683565,POWERGRID CORPORATION OF INDIA LIMITED, 400/220 kV KOCHI SUBSTATION, PALLIKKARA, KUMARAPURAM PO, KOCHI, Kerala-683565	1	98
7	Avinash K T	673639,POWERGRID CORPORATION OF INDIA LIMITED, 400kV Kozhikode substation, Areekode, Chemrakatoor PO, Malappuram Dt., Kerala-673639	1	98
8	Modi Sathibabu	583228,POWERGRID CORPORATION OF INDIA LIMITED, 400 KV Sub-station, Guladahalli village,Via Ginigira, Koppal District.PIN-583228	1	98
9	Vikram	580011,Powergrid Corporation of India limited, Narendra 400/220 kV SS, Mummigatti Post, Dharwad, Karnataka- 580011	1	98
10	Taneti Dharma Teja	605502,Power Grid Corporation of India Ltd, 400/230 Kv Substation, Ramanathapuram Village, Thodamanatham Main Rd, Puducherry - 605502	2	98

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
11	Srinivasa Rao Bade	560064,Chief Manager, SRTCC POWERGRID CORPORATION OF INDIA LTD., Near RTO Driving Test Track, Singanayakanahalli Yelahanka-Doddaballapur Road	1	98
12	Malla Uma Naga Suresh	500080,POWERGRID CORPORATION OF INDIA LIMITED Southern Region Transmission System-I, 6-6- 8/32&395E, Old Praga Tools Complex, Kavadiguda Main Road, Secunderabad - 500080	1	98

48V/1000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) (1 set)

(Minimum 50% Local content required for MII compliance)

Technical Specifications

Buyer Specification Document	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	85%
Min Cost Allocation for ICT as a % of product cost	15%
Number of days allowed for ICT after site readiness communication to seller	14 Days

Additional Specification Documents

DrawingDocument1	<u>View</u>

S.No. Consignee/Reporti	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Kommalapudi Srihari	530032,POWERGRID CORPORATION OF INDIA LIMITED, VIZAG HVDC SUB- STATION AND 400KV SUB STATION , SECTOR-10 UKKUNAGARAM,VISAKHAPATNA M	1	98

48V/1500 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back (4 set)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	85%
Min Cost Allocation for ICT as a % of product cost	15%
Number of days allowed for ICT after site readiness communication to seller	14 Days

Additional Specification Documents

DrawingDocument1	<u>View</u>

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Mallikarjuna Rao Aluru	600113,Power Grid Corporation of India Limited, Telecom POP, Terrace level-II, TIDEL PARK, No.04, Rajiv Gandhi Salai,Taramani, Chennai, Tamil Nadu-600113	1	98

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
2	Sureshkumar S	625514,Powergrid Corporation of India limited, Madurai 400/230KV Substation P.O. Kinnimangalam Via Chekkanurani Distt. Madurai, Tamilnadu-625514	1	98
3	Sureman Verma	620012,POWERGRID CORPORATION OF INDIA LIMITED, 400/230kV, TRICHY SUBSTATION FATHIMA NAGAR POST, VILL- ALUNDUR, TRICHY, TAMILNADU - 620012	1	98
4	Chellachamy M	642203,POWERGRID CORPORATION OF INDIA LIMITED, 400KV substation, Kaniyur (Via), Myvadi(Post), Udumalpet, Tirupur Dist, Tamil Nadu - 642203	1	98

$48V/3000\ AH$ (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back (3 set)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	<u>Download</u>

Installation Commissioning and Testing (ICT) details for the above item:

	% of Product Cost Payable on Product Delivery	85%
	Min Cost Allocation for ICT as a % of product cost	15%
- 11	Number of days allowed for ICT after site readiness communication to seller	14 Days

Additional Specification Documents

DrawingDocument1	<u>View</u>

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Padala Satish	521212,Power Grid Corporaton of India Limited, Vijayawada 400KV Substation, Nunna-Post, Nuzvid Road, Vijayawada, Andhra Pradesh- 521212	1	98
2	Kuchana Bhaskar	501509,765/400kV PowerGrid Maheshwaram GIS Substation, Meerkhanpet village, Kandukur Mandal, R.R dist, TELANGANA	1	98
3	Bhimavarapu Viplav Chaitanya Reddy	524405,Power Grid Corporation of India Limited, Nellore 765KV Substation, Jetlakonduru, Bandepalle-Post, Manubolu (Mandal), PO Pidur, Kagithalapur Road, Nellore, Andhra Pradesh-524405	1	98

Buyer added Bid Specific Additional Scope of Work

S.No. Document Title		Description	Applicable i.r.o. Items	
1	Actual Delivery locations View	48V/600 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) shall be delivered at actual delivery locations attached here	48V/600 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each)(4)	
2	Actual Delivery locations View	48V/600 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) with Buy Back shall be delivered as per actual delivery locations attached here	48V/600 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(14)	
3	Actual Delivery locations <u>View</u>	48V/1000 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) shall be delivered to actual delivery locations attached here	48V/1000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each)(1)	
4	Actual Delivery locations View	48V/1500 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) with Buy Back shall be delivered at actual delivery locations attached here	48V/1500 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(4)	
5	Actual Delivery locations <u>View</u>	48V/3000 AH (min) VRLA Maintenance free Battery (set of 24cells of 2V each) with Buy Back shall be as per the actual delivery locations attached here	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	
6	Summary of actualy delivery locations View	For entire contract	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	

S.No.	Document Title	Description	Applicable i.r.o. Items	
7	Invitation for Bid View	For entire contract	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	
8	Instructions to Bidder (ITB) and General Conditions of Contract (GCC) View	For entire Contract	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	
9	Special Conditions of Contract <u>View</u>	For entire Contract	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	
10	Payment, insurance terms and sample forms View	For entire contract	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	
11	First envelop and bid forms <u>View</u>	For entire contract.	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	
12	Qualifying requirements. View	For entire contract. Bidders need to upload the proofs of compliance.	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	
13	Implementation plan View	For entire contract.	48V/3000 AH (min) VRLA Maintenance Free Battery (set Of 24cells Of 2V Each) With Buy Back(3)	

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 Additional Terms and Conditions

- 1. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- 2. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
- Buyback for Non PFMS/Non GPA:
 GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered. Illustrative examples for bidders are as under for understanding of the seller.

	Excel sheet for explanation to Buyback ATC									
s n		%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyba ck item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C- D})			
1	100	28	28	20	8	1.6	108			
2	100	9	9	20	8	1.6	89			
3	110	10	11	24	8	1.92	97			

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

- 3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
- 4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- 10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
- 11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
- 12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
- 13. Item Details Consignee wise will be indicated in the corrigendum like -
 - 1. Consignee wise
 - 2. Item Description
 - 3. Serial Number
 - 4. Model
 - 5. Brand
 - 6. Year of manufacturing
 - 7. Purchased on
 - 8. Age
 - 9. Size, Rating, Designation
 - 10. Quantity
 - 11. Min price (Optional)
 - 12. Unit
 - 13. Working Guidelines (/Functional/Non-Functional)
 - 14. Remarks
- 14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commis-sioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
- 15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.
- 4. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

- 5. 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
- 6. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
- 7. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- 9. Buyer Added text based ATC clauses
 - 1. Scope of contract includes supply, installation, commissioning, testing, freight, insurance and dismantling of buyback battery at actual delivery locations given in additional scope of supply.

2. 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 completion of work.
- 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. (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 POWFRGRID

3. <u>Documents to be submitted (both in GeM portal and hard copy)</u>

- a. Duly filled and signed First envelop and bid forms(attached in additional scope of supply)
- b. Integrity Pact (attachment-14 in first envelop and bid forms)
- c. Safety Pact (attachment-18 in first envelop and bid forms)
- d. Certificate from bank as per attachment-16 in first envelop and bid forms. (Format given in 'Payment terms, insurance and sample forms' in additional scope of supply
- e. 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 in additional scope of supply.)

- f. Bid Security Declaration (attached in buyer specific ATC document)
- g. Audited Balance sheets of recent 5 financial years.
- h. Supporting documents (POs and performance certificate) for compliance of technical experience as per Qualifying requirements (QR). (attached in additional scope of supply)
- i. 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.

- 4. Successful bidder after award of contract should submit 2 nos. of non-judicial stamp papers of each of value not less than Rs.100/- to enter into an agreement with POWERGRID, within 10 days from the date of this Letter of Award.
- 5. Documents to be submitted along with invoice for payment shall be inline with the terms and conditions detailed in 'Payment terms, insurance and sample forms' in additional scope of supply.
- 6. No price details shall be submitted in technical bid.
- 10. 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 specification 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.

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---