

Bid Document

| Bid Details | |
|--|--|
| Bid End Date/Time | 28-05-2022 11:00:00 |
| Bid Opening Date/Time | 28-05-2022 11:30:00 |
| Bid Life Cycle (From Publish Date) | 90 (Days) |
| Bid Offer Validity (From End Date) | 60 (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 |
| Item Category | Custom Bid for Services - OPGW Package 336 KM |
| Contract Period | 2 Year(s) |
| Past Experience of Similar Services required | Yes |
| 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,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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 |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Estimated Bid Value | 79240757.85 |
| Evaluation Method | Total value wise evaluation |
| Financial Document Indicating Price Breakup Required | Yes |

EMD Detail

| | |
|-------------------|---------------------|
| Advisory Bank | State Bank of India |
| EMD Percentage(%) | 2.00 |

| | |
|------------|---------|
| EMD Amount | 1584815 |
|------------|---------|

ePBG Detail

| | |
|-------------------------------------|---------------------|
| Advisory Bank | State Bank of India |
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 39 |

(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
(Powergrid Corporation Of India Limited)

Splitting

Bid splitting not applied.

MSE Purchase Preference

| | |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

2. 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.

3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

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.

Additional Qualification/Data Required

Instruction To Bidder:[1651148011.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1651151870.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1651151881.pdf](#)

Service Level Agreement (SLA):[1651148065.pdf](#)

GEM Availability Report (GAR):[1650289612.pdf](#)

Scope of Work:[1651148035.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1651151832.pdf](#)

Payment Terms:[1651148072.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1651148117.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1651148818.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1651148140.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1651148094.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1651148006.pdf](#)

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|---------------|
| 06-05-2022 11:00:00 | Online |

Custom Bid For Services - OPGW Package 336 KM (1)

Technical Specifications

| Specification | Values |
|--|---------------------|
| Core | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | OPGW Package 336 KM |
| Regulatory/ Statutory Compliance of Service | YES |
| Compliance of Service to SOW, STC, SLA etc | YES |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity of Procurement (to be chosen 1 in all circumstances) | Additional Requirement |
|-------|-----------------------------|---|--|------------------------|
| 1 | Srinivasa Rao Bade | 560064,Chief Manager, SRTCC POWERGRID CORPORATION OF INDIA LTD., Near RTO Driving Test Track, Singanayakanahalli Yelahanka-Doddaballapur Road | 1 | N/A |

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2. 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](#)

3. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

1. Quantity Variation: Percentage for the Change Proposal under this Clause shall be limited to plus/ minus thirty (+/- 30) percent of the total contract value indicated in Price Schedule during any time of the contract at same rate and terms & conditions with implementation schedule of one year. The individual items may vary to any extent depending on the actual site conditions & execution for the subject package.

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 DLP 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.

3. Documents to be submitted (both in GeM portal and hard copy)

a. Duly filled and signed "First Envelope Attachments and Bid Forms" attached in "Any Other document specific to Buyer-1" need to be filled and uploaded

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 payment Terms)

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)

f. 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

g. Audited Balance sheets of last five (5) financial years.

h. Supporting documents (POs and performance certificate) for compliance of technical experience as per POWERGRID Qualifying requirements (QR).

i. Check list attached in "Any Other document specific to Buyer-2" need to be filled and uploaded

j. Company details (Registration certificate, GST registration certificate, PAN, bank details with proof, profile of the company, MSME if applicable, PF details etc.,)

k. In case of bid from joint venture (JV), relevant documents as mentioned in bid shall be provided

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

4. As per provision in GeM portal Bid validity is kept as 60 days with bid lifecycle of 90 days. However, the bids shall be valid for a period of 6 months from the date of opening of Technical bids. All bidders shall comply the same in their bid and accept the bid validity

5. As per our requirement, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 60%*. Firms who are not 'Class-I local supplier' shall not be eligible to bid. Bidders should upload Attachment-21 given in First Envelope and Bid forms for local content declaration

6. 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 Payment Terms attached

7. No price details shall be submitted in technical bid.

8. BOQ attached is for PAN India. Bidders needs to supply and install the product anywhere in India irrespective of the consignee location added on GeM Portal. The exact location for supply and installation shall be shared after award of contract.

9. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:

If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor

shall pay to the Employer a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

10.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”.

11. 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.

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 request for excel files of Price Schedule (BoQ), First envelop & Bid Forms and Check list for ease of bidding by sending mail to below mail ids:

pmishra@powergrid.in

minurraju@powergrid.in

sammata@powergrid.in

5. 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 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 governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---