

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	03-08-2021 16:00:00
<b>Bid Opening Date/Time</b>	03-08-2021 16:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Power
<b>Department Name</b>	Na
<b>Organisation Name</b>	N/a
<b>Office Name</b>	Baira Siul Power Station, Nhpc Ltd., Himachal Pradesh, Northern India.
<b>Item Category</b>	Custom Bid for Services - Operation of Power House of Baira Siul Power Station
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the Bidder</b>	27 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>SHG Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	8885242
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	15

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

**Beneficiary:**

NHPC LTD

Baira Siul Power Station, Nhpc Ltd., Himachal Pradesh, Northern India., NA, N/A, Ministry of Power  
(Bairasiul Power Station)

**Splitting**

Bid splitting not applied.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
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. 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.

**Additional Qualification/Data Required**

**Instruction To Bidder:**[1626176888.pdf](#)

**Scope of Work:**[1623837882.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1623837887.pdf](#)

**Service Level Agreement (SLA):**[1626176917.pdf](#)

**Payment Terms:**[1623837907.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1623837914.pdf](#)

**GEM Availability Report ( GAR):**[1623837919.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1623837929.pdf](#)

## Custom Bid For Services - Operation Of Power House Of Baira Siul Power Station ( 1 )

### Technical Specifications

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operation of Power House of Baira Siul Power Station
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

### Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Quantity of Procurement ( to be chosen 1 in all circumstances)	Additional Requirement
1	Niraj Kumar Dhruw	176317,Baira Siul Power Station, NHPC Ltd., Surangani, P.O.: Surangani, Tahsil: Salooni, Distt.: Chamba	1	N/A

## Buyer Added Bid Specific Additional Terms and Conditions

1. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. 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.
4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
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. In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
- A certificate from the CEO/CFO of the Holding Company as per the format enclosed in the bid documents stating that the unaudited unconsolidated financial statements form part of the consolidated annual report of the company.
- In case where audited results for the last financial year as on the date of Techno Commercial Bid Opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial Bid Opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Note: (i) Other income shall not be considered for arriving at annual turnover.

#### 8. **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. 100%

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

- 9. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
- 10. **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% 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 percentage of 100% of total value.
- 11. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NHPC LTD payable at SBI SURANGANI(CODE-2492). After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

12. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
13. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): PAN,GSTIN,EPF,POA,MOA &AOA(If applicable),Integrity pact,Annexure-III to XV of SLA,Valid Electrical License,Notarized Udyam Registration certificate to avail benefits of MSE, Requisite value Similar nature work exp doc as mentioned in SLA,Last three yaers Financial Turnover/P-L account Statement doc.
14.
  1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
15. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
16. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 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---**