

Bid Corrigendum

GEM/2021/B/1775413-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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.
2. 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. **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 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.
 - 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

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. 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 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.,)

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. As per our requirement, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 55%*. 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. 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
- sammeta@powergrid.in

10. Clause 23 of SCC uploaded in "Special Terms and Conditions (STC) of the Contract" may be read as

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.

Changes in bid documents against LD clauses is attached in "Buyer Added Bid Specific ATC"

5. 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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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