

Bid Corrigendum

GEM/2025/B/6155591-C1

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. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
2. Buyer Added text based ATC clauses

Package Name - Procurement of Heavy-Duty Ground Stabilizing Mats for temporary access to remote locations/site of Projects under execution in Rajasthan

Package Type - Supply

Work completion schedule: 4 Months

QUALIFICATION OF THE BIDDER (QR)

Qualification of the Bidder will be based on the meeting the minimum pass/ fail criteria specified below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be considered in determining the Bidder's compliance with the qualifying criteria. The Bid can be submitted by any individual firm meeting the Qualifying Requirement (QR). The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidder's work / manufacturing facilities visit; (iii) details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

1.1 Technical Experience

1.1 (A) The bidder must be Manufacturer of HDPE Composite Mat, who must have manufactured, tested and supplied at least 125 meter of offered type of HDPE Composite Mat to any Government/Private Entity during last 07 years as on the originally scheduled date of bid opening, which should have completed One (01) year of successful performance as on the originally scheduled date of bid opening. Alternatively, if the successful performance certificate is not available with the bidder, additional performance guarantee of One (01) year must be provided by the Bidder. A confirmation letter from the bidder shall be furnished along with the bid for submission of performance guarantee for an amount of 5% of the ex-works cost of such equipment(s). This performance guarantee shall be in addition to Contract Performance Guarantee to be submitted by the bidder as specified in bidding document.

OR

1.1 (B) Bidder not meeting the above requirement shall also be considered qualified provided he is an Authorised Indian partner/ Dealer/ Distributor of a manufacturer meeting the requirement stipulated at 1.1 (A) above.

1.2 Bidder should have after sales service facility in India for the offered type of HDPE Composite Mat

In case bidder is a holding company, the technical experience referred to in clause 1.1 above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 1.1 above shall be of that subsidiary company only (i.e. excluding its holding companies).

Documents to be submitted by the Bidder as evidence of meeting the above QR:

- i.) Copy of Letter of Award/ Purchase order (along with detailed BOQ)
- ii.) Completion Certificate(s) from the client for the work inter alia indicating final executed amount and date of completion or any other document, authenticated by the client, containing relevant information to conclusively establish that the bidder has completed the requisite works satisfactorily.
- iii.) Duly authorized certificate confirming bidder as authorized Indian Partner/Dealer/Distributor of Manufacturer.
- iv.) Bidder must have to submit the undertaking/documentary evidence regarding availability of after sales service in India for the offered type of equipment.
- v.) A confirmation letter from the bidder shall be furnished along with the bid for submission of additional performance guarantee for an amount of 5% of the ex-works cost of such equipment(s).

1.2 Financial Position

- a) Net worth of the bidder for last 3 financial years should be positive.
- b) Minimum Average Annual Turnover *(MAAT) for best three years i.e. 36 months out of last five financial years of the bidder should be: Rs. 1026.66 Lakh (excl. GST)

* Note - Annual Gross Revenue from operations/Gross operating income as incorporated in the profit & loss account excluding other operative income/other income

- c) Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs. 171.11 Lakh (excl. GST)

In case bidder is a holding company, the financial position criteria referred to in clause 1.2 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, the financial position criteria referred to in clause 1.2 above shall be of that subsidiary company only (i.e. excluding its holding company)

The bidder shall also furnish following documents/details with its Bid:

a) The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of the 'Bid'.

b) In case of bidder's inability to furnish the information as (a) above due to no requirement to get its Financial Statement Audited, the bidder shall submit Sales/Turnover figures (excluding taxes) duly certified by a practicing Chartered Accountant/Cost Accountant with UDIN or Income Tax Return.

NOTE : RELAXATION FOR MSEs/ STARTUPS

MSEs^ START-UPS^^ meeting the specified requirements at para 1.1 above and at para 1.2(a) above, shall also be considered qualified if they meet 80% (Eighty percent) of the requirements specified at para 1.2 (b) & para 1.2 (c) above.

(^MSEs as defined in bidding documents.)

(^^START-Ups as defined by DPIIT, applicable as on the originally scheduled date of bid opening.)

1.3 Joint Venture Bids- Not Applicable

2.0 The bidder shall furnish documentary evidence in support of the qualifying requirements stipulated above.

1. The qualifying requirement for the bid is attached at buyer added ATC and also mentioned as above. Bidder are advised to submit valid document in support of Qualifying requirement.

2. All the bidders need to submit /upload scanned copy of Integrity Pact in the prescribed format attached with the bid (In non-judicial stamp paper of Rs.100). Also the bidders are required to submit 02 numbers hard of integrity pact at buyer premises on or before bid opening date. Failing of which, the bids shall be stand rejected

2.1 Bidder of Indian origin shall submit the Integrity Pact in 2 (two) originals on a non-judicial stamp paper of Rs.100/- duly signed by the person signing the bid. Bidder of Foreign origin may submit the Integrity Pact on its company's Letter Head, duly signed by the person signing the bid.

2.2 If the bidder is partnership or consortium, the Integrity Pact shall be signed by all partners or consortium members.

2.3 All the pages of the Integrity Pact are to be signed by the Bidder.

2.4 The non-judicial stamp papers are to be purchased in the name of the Bidder or POWERGRID and the date of purchase should not be earlier than six months of date of execution.

2.5 Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses. The Bidder shall not change the contents of the Integrity Pact.

2.6 The "Integrity Pact" shall be submitted by the Bidder duly signed (in 2 originals) along with the bid in a separate envelope, duly super-scribed with "Integrity Pact". On behalf of POWERGRID, the Integrity Pact will be signed by the concerned representative of the Contract Deptt. in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid Opening. One copy of the Integrity Pact shall be retained

ined by POWERGRID and the 2nd copy will be given to the representative of the Bidder during Bid Opening. If the Bidder's representative is not present during the Bid Opening, the 2nd copy shall be sent to the Bidder by post/courier.

2.7 Bidder's failure to submit the Integrity Pact duly signed on each page along with the Bid shall lead to outright rejection of the Bid.

2.8 Bid without Integrity Pact shall be returned to the Bidder without being opened.

3. The Bidder(s) shall submit the EMD of requisite amount as mentioned in the BID through following methods:

(a) POWERGRID ONLINE PAYMENT UTILITY (POPU) - <https://epay.powergrid.in>. by selecting "Supplier" tab and suitable drop down menu available in the portal. (The SAMPLE Annexure is enclosed as ATC document with this bid)

(b) GeM platform generated bank guaranty.

*Bid received with EMD in any other form than mentioned above shall be liable to be rejected.

EMD shall be exempted for all MSE (Registered with UDYAM) and Start-up subjected to submission of valid documents.

4.0 Hard copy of EMD and integrity pact shall be sent to :

DGM(C&M)

POWERGRID CORPORATION OF INDIA LIMITED

Rajasthan Projects Office, 4th Floor, REIL House,

Shipra Path, Mansarovar, Jaipur-302020 Rajasthan

5.0 Bidder shall submit/upload duly filled and signed local content declaration in Rs. 100 non judicial stamp paper. The format for affidavit for declaration of local content is attached in the bid.

Major clauses as per NIT documents are summarized below for easy reference

S. No.	Clause	Clause details
	SCOPE:	Design, Manufacture, testing and supply of Mats
(i)	CHANGE OF QUANTITY	During the execution of the contract, POWERGRID reserves the right to increase or decrease the quantity of the items under the contract but without any change in the base unit price identified in the contract, and other terms & conditions. However, the total variation shall be limited to +/- 25% of contract price.
(ii)	Contract Performance Guarantee (CPG)	Bank Guarantee of Five percent (05%) of the contract price with a validity upto ninety (90) days beyond the Warranty Period shall be submitted by contractor.
(iii)	Liquidated damages (L/D)	Zero-point zero five percent (0.05%) of the Contract Price per day subject to the limit of Ten Percent (10%) of Contract Price.

(iv)	Guaranty/Warranty Period	WARRANTY: Manufacturer shall provide minimum 12 months warranty against cracking, breaking, discoloration or any other manufacturing defects under normal use from the date of delivery. Warranty Certificate to be provided along with supply.
(v)	Price basis / Price Variation	The prices shall remain FIRM and FIXED during the currency of Contract.
(vi)	Completion Period	04 months from the date of award
(vii)	INSPECTION & TESTING:	POWERGRID's representative may witness out pre-shipment inspection at manufacturer's site. The supplier shall inform at least 2(two) weeks ahead for such inspection to enable POWERGRID to send its representative.
(viii)	INITIAL INSTALLATION AND DEMONSTRATION:	The bidder shall depute their representative to supervise initial installation and to demonstrate the installation practices.

3. Buyer uploaded ATC document [Click here to view the file](#).
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. 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.
6. 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.
7. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
8. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
9. 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](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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