

Bid Corrigendum

GEM/2022/B/2547023-C3

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. 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. YES

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.

2. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3. 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.

4. 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.

5. 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.

6. 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.

7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of POWER GRID CORPORATION OF INDIA LIMITED payable at BHUBANESWAR.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. Bidders can also submit the EMD with Banker's Cheque in favour of POWER GRID CORPORATION OF INDIA payable at BHUBANESWAR.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. 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 POWER GRID CORPORATION OF INDIA payable at BHUBANESWAR. 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.

10. File Attachment [Click here to view the file.](#)
 11. Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

1. Bidder shall have to fill and upload the following forms along with their bid:

(a) EMD/Bid Security (in Original) or Online Payment Acknowledgement towards bid security or documentary evidence in support of exemption of EMD/Bid Security-Mandatory Requirement (Refer Form No. 1 for EMD BG and further detailing at clause 5 below)

(b) Information regarding Ex-Employees of POWERGRID in our organization Refer Form No. 2)

(c) Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, to be submitted on a non-judicial stamp paper of Rs. 100/- (Mandatory Requirement Refer Form No. 3)

(d) Valid EPF Registration & ESI Registration or employees/ Workman compensation etc. The copies of documents are to be deposited along with the bids.

(e) Bidders are required to meet the Qualification Requirements in accordance with Annexure-QR attached hereinbelow and also has to furnish the details in support of Qualification Requirements (QR) as per the attached format given along with QR. Further, bidders are also required to submit documentary evidence in support of QR.

2) GeM GTC Clause 4.0 xiii(h)(2) & Buyer uploaded ATC document Cl. No 5 have been Amended as per the following.

This shall form an integral part of bid documents and shall be read in conjunction with the same. Other terms and conditions shall remain as per Bid Documents.

<p>GeM GTC Clause 4.0 xiii(h)(2) & Buyer uploaded ATC document Cl. No 5:</p>	<p><u>Replace the existing clause with the following:</u></p> <p>In case, it is found that final evaluated bid price of two or more bidders works out to be same i.e. if more than one L1 bidder (multiple) emerges, the following methodology shall be considered for Tie breaker:</p> <p>(a) Bidders shall be ranked based on Average Annual Turnover for best 3 years out of last 5 years (as worked out in the manner specified in the QR of the bidder) for the purpose of tie-breaker solution. Therefore, bidder with highest Turnover shall be termed as Rank-1 bidder, subsequent bidder shall be termed as Rank-2 bidder and so on so forth. Award shall be considered according to this ranking with Rank-1 bidder followed by Rank-2 bidder and so on so forth.</p> <p>(b) No firm shall be awarded contracts more than 25% of the</p>
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establishments in Odisha project as on the originally scheduled date of bid opening. This ceiling shall be category wise. Therefore, suppose 20 nos. establishments are there in a Region*, then a bidder may be considered for 5 nos. of contracts in House Keeping as well as 5 nos. in Transit camps contracts, in case he participates and considered eligible for award under both the categories. Figure shall be rounded off to the nearest integer for this purpose. For example, 4.4 shall be taken as 4 and 4.6 shall count as 5.

(c) The criteria of 25% ceiling shall be for the purpose of tie-breaker only. In case there is no tie, this restriction shall not be applicable and award shall be subject to meeting the eligibility and other specified requirements of the bidding documents.

(d) The criteria of 25% ceiling shall be based on contracts awarded as on the originally scheduled date of bid opening. As such, any ongoing contract under original schedule shall be counted under the aforesaid ceiling. However, contracts whose original schedule has expired and which are on extension due to administrative exigencies shall not be counted for this purpose. Further, a bidder who has emerged successful in another tender under finalization, but award has not been placed as on the originally scheduled date of bid opening, shall not be considered under the count of 25%.

(e) However, If any changes occur or any new provision/Guidelines come into force on GeM portal, the same (i.e Tie breaker criteria in case of multiple L-1 bidders as per above) shall be dealt as per the provision of GeM. This will supersede the aforesaid provisions.

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as 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](#)