

Bid Corrigendum

GEM/2026/B/7790230-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. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Dikrong Power House
Panyor Lower Hydro Power Station
NEEPCO Ltd.
Hoj-791112
Arunachal Pradesh
.
3. **Bidder Turn Over Criteria:** 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 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.
4. **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.
5. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
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 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 %.
8. 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.

9. Buyer Added text based ATC clauses

BUYER ADDED SPECIFIC ATC (ADDITIONAL TERMS & CONDITIONS FOR TECHNO-COMMERCIAL REQUIREMENTS):

A. DETAILS OF BID

1. SCOPE OF WORKS:

Rectification, repair pitted/corroded areas, and strengthen metallic 250 NB firefighting pipelines using a composite repair system suitable for in-situ repairs for 3x135 MW Dikrong Power House, Panyor Lower Hydro Power Station (PLHPS), NEEPCO Ltd., Hoj-Yayee, Dist- Papum pare, Arunachal Pradesh-791112.

The scope also includes the consumable accessories and spares required for arresting all leakage points in 250 NB firefighting pipe & strengthening of the same, PLHPS, NEEPCO Ltd.

2. INSTRUCTION TO BIDDERS:

1. **Submission Mode:** Tender must be submitted through ONLINE process only on GeM Portal.
2. **Bidders** must have to upload all documents invariably as mentioned in the bid duly sealed & signed along with all necessary Annexures / Forms on Company's letter head.
3. The offer should be valid for a period as per Bid. In case, if finalization of the tender is likely to be delayed, the bidders will be asked to extend the same without change in prices or any terms & conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will be made.
4. The rates quoted by BIDDER shall be based on his own knowledge, judgment of the conditions & hazards involved and shall not be based on any representations. No claim on this account shall be admitted by NEEPCO.
5. The bidder is advised to visit the site prior to submitting the tender, if required. It will be presumed that the bidder has thoroughly examined the conditions and specifications of the work and has fully acquainted themselves with all relevant details, including site conditions, location, materials, geological and weather characteristics, labour conditions, and any other necessary information and data required for the work. NEEPCO will not reimburse any costs incurred by the bidder for the preparation of the offer, site visit, collection of information, or, if selected, for contract negotiation.
6. The rates quoted shall be firm and valid as per NIT or extension thereof for acceptance from the date of opening of technical bid. During this period no bidder shall be allowed to withdraw their tender.
7. The bidders shall submit their offer without any deviations to the technical specifications, Commercial conditions and General Terms and Conditions of the tender.
8. Every page of the bid document/amendments/corrigendum shall be signed and dated in ink by the BIDDER as a token of having examined the same.
9. Any tender not bearing signature of the bidder with seal of company on all the documents accompanying the tender is liable to be rejected.

10. ACCEPTANCE / REJECTION OF BID

- A. NEEPCO reserves the right to accept / reject / Cancel any or all the offers / tenders, extend dates and / or re-advertise tender, and /or modify the process at any stage of the process without assigning any reason thereof.
 - B. NEEPCO reserves the right to accept or reject any bid in whole or part and/or accept other than the lowest bid without assigning any reason thereof.
 - C. Tenders deviating from the stipulated technical specifications, commercial conditions or the method of bidding is liable to be rejected.
 - D. The bid is liable for rejection prima facie, if it is:
 - a. Not in the prescribed form and not having complete / all required documents.
 - b. Not properly sealed and signed by the BIDDER.
 - c. Not conforming to TENDER specification.
11. After opening of the Tender, if it is found that the offer given by the Bidder is not according to NEEPCO specifications, Required Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Bidder, then NEEPCO will not deal with the firm for the present Tender. It is, therefore requested that the Bidder should take care in giving their offer and submission of documents, including certification from statutory body.

3. QUALIFYING REQUIREMENT OF BIDDERS

- a) The intending bidder shall be a regular Manufacturer (OEM)/ OEM Authorized reseller/reputed service provider in India for the stated job to be under the scope of contract.
- b) Material offered by bidder shall be of reputed make conforming to ASME PCC-2 & ISO 24817.
- c) The Metal filled Polymer/resin-based strengthening and repair materials & services provide under the scope of work shall be designed in accordance with internationally recognized standards, namely Table 4 of ISO 24817:2017 or Table 401-3.2-1 of ASME PCC 2-2022.
- d) Bidders shall submit a compliance certificate as per ISO 24817 or ASME PCC-2 requirements issued by reputed PSU's Empaneled Third-Party Inspection Agency (TPIAs).
- e) **Bid Security/ Earnest Money Deposit:** In line with the Office Memorandum vide No: DPE/7(4)/2017-Fin.(Part-I), dtd.19/11/2020 GOI, Ministry of Heavy Industries & Public Enterprises, the bidders are to submit "**Bid Security Declaration**" against Bid Security in the prescribed format (Form-C) duly signed and by accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. Bids without Bid Security Declaration shall be summarily rejected. All other relevant prescribed Forms are to submit (as required/as applicable) and bids without required Forms shall be summarily rejected.
- f) Bidder shall be complied and fulfil the required technical specifications as detailed in Technical Specifications (Annexure-I). Catalogue of the offered equipment including

g technical benefits shall be submitted. Bids lacking information are liable to be rejected.

g) Bidder must have experience/ credentials to execute similar type of works to reputed PSUs, State/Central Organizations & have to submit satisfactory past performance certificate for the executed works issued by end user.

h) As per office memorandum issued by GOI, Ministry of Commerce and Industries (DPIIT) vide no: No. P-45021/196/2020-PP (BE-II) (E-46734) dated 21st April 2023 and subsequent records of discussion of the meeting held on 05.04.2023 in DPIIT associating Ministries/Departments and Industry Associations on standard operating procedure (SoP) issued vide No. A-1/2021-FSC, GOI, MOP, New Delhi dated 28.03.2024, the past experience, turnover, production capability, financial strength may be relaxed under the eligibility criteria of the tender subjected to conditions that a) The Bidder/OEM {themselves or through reseller(s)} shall have to ensure the required technical specification, b) All necessary techno-commercial supports including warrantee/guarantee, drawing, GTP etc. shall have to be ensured by the regular Manufacturer/OEM against the respective Bidder/OEM {themselves or reseller(s)}, c) Shall ensure to execute the works/contract under the supervision of OEM or through the authorized representative of OEM for successful completion of the works/contract.

4. PRICE BASIS:

As per GeM provision.

B. OTHER TERMS AND CONDITIONS OF CONTRACT

1. **Delivery:** Materials should be delivered at site within 01 (One) month from the date of receipt of confirmed purchase order and works to be executed immediately after receipt of materials at site and to be completed within one week from handing over of work front by Engineer in-charge. For any clarification kindly contact the following:

Techno Commercial Clarification:

1. Kuldeep Kumar, Sr. Manager (E/M), Mobile: +91 9402700094,
email: plhpscandp@gmail.com/ kuldip@neepco.co.in

Technical Clarification:

1. Adnan Mahmood, Executive Trainee (E/M), Contact: +918011766709,
email- adnan.mahmood@neepco.co.in

2. **GST:** Our GST registration no is 12AAACN9991J4Z0.

3. **Bank charges:** as per GeM provision

4. **Force Majeure:** as per GeM provision

5. **Payment Terms:** As per GeM Compliances. However, our Standard payment term is 100% payment after successful completion of the stated job.

6. **Mode of Payment:** as per GeM provision

7. **Penalty/ Liquidated Damage:** as per GeM provision

8. **Guarantee/Warrantee:** As per GeM provision.

9. **Contract Performance Guarantee/Security Deposit:** as per GeM provision

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10. **Pre-Dispatch Inspection & Testing:** As per GeM provision.

11. **Arbitration:** as per GeM provision

12. **Consignee:**

Deputy General Manager (Tech), PH&SY(M), PLHPS, NEEPCO Ltd., Hoj, Yaye-791112, District – Papum Pare, Arunachal Pradesh

Mobile No.: +919862972448 (M), email- tarhnaga@neepco.co.in

13. **Paying authority:** Head of Finance, F&A Wing, PLHPS, NEEPCO Ltd., Yazali, 791119, Arunachal Pradesh.

14. **Destination:** The materials to be supplied under this contract shall be delivered at the following destination:

**Dikrong Power House, PLHPS, NEEPCO Ltd., Hoj, Yaye-791112,
District – Papum Pare, Arunachal Pradesh.**

15. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds, without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the grounds for such action. No claim will be entertained after finalization of technical/price bid by the TOC/TEC.

16. **Transit Insurance:** The Transit Insurance to cover the replacement / reinstatement cost of the material from all risks during transportation from the manufacturer's works till receipt at project site including storage at intermediate location during transportation would be under the scope of Contractor.

17. Any additional parts, consumables, or accessories required during execution of the job shall also be arranged by the party free of cost.

Annexure-I

C. Technical Requirements

The required technical specification of the Composite Repairing Materials for arresting of leakage of 250 NB Firefighting Pipeline shall be as per ISO 24817:2017 or ASME PCC 2-2022.

The executed work shall be accomplished with full satisfaction to the Engineer-in-charge.

Note: Pipeline should be suitable for painting of required paint as per shades of product after rectification of strengthening works.

10. Buyer uploaded ATC document [Click here to view the file.](#)
11. 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.
12. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
13. Bidder Turn Over Criteria: 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 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.
14. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
15. Materials shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.
16. 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 %.
17. 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.
18. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
19. 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.
20. Materials shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.
21. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation,

address, e-mail Id and Phone No. required to be furnished along with the bid

22. **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

23. **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.

24. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 / State of Bid inviting authority. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 50 % of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100 percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
25. **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.
26. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be

considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

27. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
28. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
29. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
30. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:
Must be compatible in the existing system.
31. 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 (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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](#)