

Bid Corrigendum

GEM/2024/B/5243337-C8

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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Power Grid Corporation of India Limited payable at Lucknow.
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.
2. Bidders can also submit the EMD with Banker's Cheque in favour of Power Grid Corporation of India Limited payable at Lucknow.
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.
3. 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 %.
4. 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.
5. **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
6. Scope of supply (Bid price to include all cost components) : Only supply of Goods
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8. 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.

9. 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.
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 25% of total value.
11. Buyer uploaded ATC document [Click here to view the file.](#)
12. 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](#)
13. Buyer Added text based ATC clauses

“Supply of ACSR Zebra Conductor and ACSR Moose Conductor for various Consultancy work in Western Region-I, POWERGRID”.

Specification. No.: NCN0023

CORRIGENDUM to GeM Bid ref. no. GEM/2024/B/5243337 dated 13.08.2024.

Following Terms and Conditions of above referred GeM Bid are modified and indicated below:

Clause no. in above referred GeM Bid	Existing provision	Modified provision
Sl. No. 2.0 of PRICE ADJUSTMENT (Appendix-1)	$P_1 = P_0 \times \{0.15 + 0.65 \times (A_1/A_0) + 0.13 \times (B_1/B_0) + 0.05 \times (L_1/L_0)\} - P_0$	$P_1 = P_0 \times \{0.15 + 0.65 \times (A_1/A_0) + 0.15 \times (B_1/B_0) + 0.05 \times (L_1/L_0)\} - P_0$

This corrigendum shall form an integral part of the bid documents and shall be re

ad in conjunction with the same.

Annexure-I

CORRIGENDUM-II TO GEM BID REF. NO. GEM/2024/B/5243337 dated 13.08.2024.

Following Terms and Conditions of above referred GeM Bid are Amended and indicated below:

This corrigendum shall form an integral part of the bid documents and shall be read in conjunction with the same.

Buyer Added Additional Terms and Conditions (ATC)

This document consists of following:

Sl. No. in BATC	List of documents	Remarks/ Formats as
12.	Declaration by the bidder for 'Code of Integrity for Public procurement	Form No. 8
13.	Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy	Form No. 9

The following bid specific data shall amend and/or supplement the provisions in the GEM GTC.

Sl. No. as per BATC	GTC Clause Ref. No.	Amendment/Supplement to GTC
3.	GTC clause 4.0, xiii(g)	Supplementing GTC clause 4.0, xiii(g) with the following: 1. Bidder shall have to fill and upload the following forms along with their bid: (i) Declaration by the bidder for 'Code of Integrity for Public procurement' (Refer Form No. 8) (j) Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy (Refer Form No. 9)
28.	NIL	Code of Integrity for Public Procurement (CIPP) 1.1. Employer as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during ex

execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Employer, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
- vi) **“Undue Advantage”**: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;
- vii) **“Obstructive practice”**: materially impede the Employer’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Employer’s rights of audit or access to information.

1.2. Obligations for Proactive Disclosures

- i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

1.3. **Punitive Provisions:** Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the Bidding Documents or Contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, POWERGRID may take appropriate measures including one or more of the following:

- i) if the bid(s) is under consideration in any procurement
 - a) Forfeiture or encashment of Bid Security
 - b) calling off of any pre-contract negotiations, and;
 - c) rejection and exclusion of the bidder from the procurement process
- ii) if a contract has already been awarded
 - a) Cancellation/termination of the contract in question;
 - b) Forfeiture or encashment of Contract Performance Guarantee (CPG) of the contract in question;
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers a

		<p>nd banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "Black-Listing of Firms / Banning of Business".</p> <ul style="list-style-type: none"> b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India; c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible. <p>In pursuance to this policy, the Employer will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance under this project only and to have them audited by auditors appointed by the Employer.</p>
29.	NIL	<p>POWERGRID Whistle Blower and Fraud Prevention Policy:</p> <p>The Contractor/Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgclitenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies.</p> <p>The Contractor/Bidder along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor/Bidder shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>

Declaration by the bidder for 'Code of Integrity for Public procurement

"Supply of ACSR Zebra Conductor and ACSR Moose Conductor for various Consultancy work in Western Region-I, POWERGRID".

Specification. No.: NCN0023

Name and Address of Bidder:

To,

Power Grid Corporation of India Limited,

Centralized Procurement Cell,

Northern Region - III Headquarter

Plot No. - 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,

Lucknow- 226002 (UP)

Dear Sir,

- 1.0 We have read the provisions of the bidding documents regarding abiding by the 'Code of Integrity for Public Procurement'. Accordingly, we hereby declare that we shall abide by the 'Code of Integrity for Public Procurement' as mentioned under **Cl. 28 of the Buyer Added ATC**. The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:
- (a)
 - (b)
 - (c)
- 2.0 We also accept that in case of violation/transgression of this code by us in competing for or in executing the Contract, Employer has the right to take punitive measures as per the provisions of the Bidding Documents and/or POWERGRID's policy and procedure.

Date:

Printed Name:

Place:

Designation:

Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy

“Supply of ACSR Zebra Conductor and ACSR Moose Conductor for various Consultancy work in Western Region-I, POWERGRID”.

Specification. No.: NCN0023

Specification No.: _____

Name and Address of Bidder:

**To,
Power Grid Corporation of India Limited,
Centralized Procurement Cell,
Northern Region - III Headquarter
Plot No. - 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,
Lucknow- 226002 (UP)**

Dear Sir,

We, hereby, declare that we, along with our associate/ collaborators/ sub-contractors/ sub-vendors/consultant s/ service providers shall strictly adhere to the POWERGRID Whistle Blower and Fraud Prevention Policy.

We, along with our associate / collaborator / subcontractors / sub-vendors / consultants / service providers sh

all observe the highest standard of ethics and shall not indulge or allow anybody else working in our organization to indulge in fraudulent activities during execution of the contract and would immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to our notice.

Date:

Printed Name:

Place:

Designation:

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.

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](#)