

Bid Corrigendum

GEM/2023/B/2992369-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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. 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 %.
3. 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.
4. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. 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](#)
6. Buyer Added text based ATC clauses

A) Scope of Work : The scope of work shall include "**Supply of Aerial, Armoured & Un armoured Optical Fibre Cable under WRTCC for Western Region**" which includes Supply, Freight, Insurance, unloading at Consignee site, and testing as per Technical Specification document attached in **Buyer Specification Document**.

Bidders are requested to go through all the documents attached at 'Additional Scope of Work' before submission of Bid.

1. **Quantity Variation:** Percentage for the quantity variation under this tender shall be limited to plus/ minus twenty-five (+/- 25) percent of the total contract value, during any time of the contract at same rate and terms & conditions. POWERGRID Amendment to the quantity variation shall be given as per requirement.
2. **Bid Validity:** Bids shall be valid for a period of 180 days from the date of opening of Technical bids. The above Bid validity period shall supersede any other clause in GeM Bid . All bidders shall comply the same in their bid and accept the bid validity extension in GeM portal, whenever requested by the buyer.

3. QR: The Qualifying Requirements like MAAT, past performance criteria of bidders shall be as per POWERGRID QR uploaded in “**Buyer added Bid Specific Additional Scope of Work**”. Bidders shall upload the documents as proof of compliance to the POWERGRID QR.

4. MSME criteria: Sellers/ Service Providers claiming to be an MSE have to register on Udyam Registration portal and provide a copy of Udyam Registration certificate, as documentary evidence in its bid in line with notification of Government of India, Ministry of Small Scale Industries, vide S.O. 1702(E) dated 1 st June, 2020 superseded by S.O. 2119(E) dated 26/06/2020 published in the Gazette of India, Extraordinary, Part II, Section3, Sub-section(ii). In case of non-submission of the above mentioned supporting documents, the Seller/ Service Provider shall not be considered as MSE.

Further, all other identifiers for classifying a firm as MSE viz. registration with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Industries Board (KVIB)/ Coir Board or National Small Industries Corporation (NSIC)/ Directorate of Handicrafts and Handlooms/ Udyog Aadhar Memorandum etc. may not be accepted for classification as MSE.

5. Earnest Money Deposit (EMD): The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated above.

The EMD may be submitted in the following formats,

i. Demand draft with Account Payee Demand Draft in favour of POWERGRID CORPORATION OF INDIA LIMITED payable at Bangalore

ii. Bankers Cheque with Banker’s Cheque in favour of POWERGRID CORPORATION OF INDIA LIMITED payable at Bangalore.

iii. Bank Guarantee- Format attached in "Buyer uploaded ATC document". BG shall be valid for 250 days from the original date of bid opening.

iv. Online Payment- EMD can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY - <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment, the bidder shall choose Segment as “Suppliers” and fill in details as follows:

Payment Category	EMD
Sub-category	EMD payment-WR-I
Name of Depositor	Name of the Bidder
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing
Payment Remarks	EMD for [enter the name of the package]

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

bkrishna@powergrid.in/skv@powergrid.in

Micro and Small Enterprises (MSEs) registered with UDYAM are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above.

6. 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 DLP (Warranty). Format attached in "Buyer uploaded ATC document"
- 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

- 7.** The "**First envelop and Bid Forms**" attached in "**Buyer added Bid Specific Additional Scope of Work**" need to be filled, signed and uploaded in technical part of bid . For convenience bidders may request for excel sheet of the "First envelop and Bid Forms" on mail ids mentioned at 13 below.
- 8.** Technical Specifications, FAT, Testing, Guarantee etc., shall be as per **Buyer Specification Document**
- 9.** POWERGRID Sample forms for Bank Guarantee are attached in **Buyer uploaded ATC document.**
- 10. Defect Liability Period (Warranty):** The Defect Liability Period shall be twelve (12) from the date of issuance of taking over certificate of the cable drums at POWERGRID store. If during the warranty period any defect shall be found in design, engineering, materials and workmanship of the cable, the contractor shall promptly, in consultation and agreement with respective RTCC of POWERGRID, replace the faulty drums at its own cost at no additional cost to POWERGRID
- 11.** The mandatory documents to be uploaded in bid by bidders
 - a. Scanned copy / proof of the Bid Security (EMD) by the bidders. The bidders who are exempted from submission of EMD shall submit documentary evidence for the same

- b. Self-declaration on company Letter head to comply for **Buyer Specification Document, Buyer added Bid Specific Additional Scope of Work, Buyer uploaded ATC document and Buyer Added Bid Specific Terms and Conditions**
- c. Duly filled and signed "First Envelope Attachments and Bid Forms" attached in "**Buyer added Bid Specific Additional Scope of Work**"
- d. Integrity Pact (attachment-14 in first envelop and bid forms)
- e. Safety Pact (attachment-18 in first envelop and bid forms)
- f. 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) " need to be filled and uploaded
- g. 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)
- h. Audited Balance sheets of recent 5 financial years.
- i. Supporting documents (POs and performance certificate) for compliance of technical experience as per POWERGRID Qualifying requirements (QR).
- j. Check list attached in "**Buyer added Bid Specific Additional Scope of Work**" need to be filled and uploaded
- k. Power of Attorney
- l. Filled Check list
- m. 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

12. In case of any contradiction in terms and conditions between the GeM Policy and POWERGRID Bidding Document, the latter shall prevail.

13. Bidders can submit their queries online to the below mail ids and clarification will be provided for the same via mail.

i. bkrishna@powergrid.in/ skv@powergrid.in

14. Rate quoted in GeM is inclusive of Supply, Freight, Insurance cost, unloading at Consignee site, all taxes & duties, testing Charges incurred if any.

15. The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform is as given below:

Name of Bank and Address	IFSC Code	POWERGRID Current A/c No.
State Bank of India, POWER GRID Campus, Sampriti Nagar, Nari Ring Road, Nagpur-440026.	SBIN0021034	62027864629

Bidders Clarifications alongwith POWERGRID Sample forms for Bank Guarantee are attached in Buyer uploaded ATC document

7. 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, 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)