

Bid Corrigendum

GEM/2022/B/2867744-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. Buyer Added text based ATC clauses

1. Security Deposit/Contract Performance Guarantee

i. The successful bidder shall furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount equal to 3% (Three percent) of the Contract Price and valid up to one (1) year / handover of all 15 Repeater Shelters to POWERGRID whichever is later.

Upon taking over of all 15 Repeater station by POWERGRID, the above Performance Security shall be returned on submission of fresh Performance Security of 3% of annual contract value initially valid up to one (1) year. The same shall be extended by the Supplier time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract. *No interest shall be payable by the Employer on the above Bid Security.*

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. (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.

2. Documents to be submitted (both in GeM portal and hard copy)

a. Duly filled and signed First envelop and bid forms(attached in Documents As per Specific Requirement

of Buyer -1)

b. Integrity Pact (attachment-14 in first envelop and bid forms)

c. Safety Pact (attachment-18 in first envelop and bid forms)

d. Certificate from bank as per attachment-16 in first envelop and bid forms. (Format given under Payment Terms)

e. 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 in Documents As per Specific Requirement of Buyer -2)

f. Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and DoT Order[to be submitted on the letter head of the issuer.] (Format given in Attachment-22 of first envelop and bid forms in Documents As per Specific Requirement of Buyer -2)

g. Bid Security Declaration (attached in buyer specific ATC document)

h. Audited Balance sheets of recent 5 financial years.

i. Supporting documents (POs and performance certificate) for compliance of technical experience as per Qualifying requirements (QR). (attached in Pre Qualification Criteria (PQC))

j. 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.

3. POWERGRID will intend to issue all 15 site locations within 9 months from the date of the award in order to complete all Repeater Shelter construction within 12 months.

The contractor shall offer the Repeater shelter for acceptance to the POWERGRID within 3 months/90 days from the date of finalization of the site by POWERGRID.

4. Successful bidder after award of contract should submit 2 nos. of non-judicial stamp papers of each of value not less than Rs.100/- to enter into an agreement with POWERGRID, within 10 days from the date of this Letter of Award.

5. Successful bidder after award of contract should sign Non-Disclosure Agreement (NDA) with POWERGRID immediately after the award of the contract.

6. Documents to be submitted along with invoice for payment shall be inline with the terms and conditions detailed in 'Payment terms, insurance and sample forms' in additional scope of supply.

7. No price details shall be submitted in technical bid.

8. Corrigendum uploaded as File Attachment in SI No 5 below

2. 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](#)
3. 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.
4. Buyer uploaded ATC document [Click here to view the file](#).
5. File Attachment [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](#)