

Bid Corrigendum

GEM/2024/B/5606977-C9

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 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](#)
2. 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.
3. 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 Limited payable at Lucknow
. 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.
4. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Power Grid Corporation of India Limited A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
5. Buyer uploaded ATC document [Click here to view the file](#).
6. Buyer Added text based ATC clauses

“Outsourcing of Operation and Maintenance of activities of Four Substations for 24 Months in Western Region-I of POWERGRID”

Specification. No.: NCN0069

CORRIGENDUM-II

GeM Bid ref. no. GEM/2024/B/5606977 dated 14.11.2024.

The bidders have raised representations/Queries and following updated reply is tabulated hereunder:

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

Sl.	Provisions as per Bidding Documents	Bidder's Query	Reply (As per Corrigendum-I to Bid)	Updated Reply
1	Calibration of Testing Instrument and Load Testing of T&P	Calibration of Testing Instrument and Load Testing of T&P handed over to the contractor is in the scope of contractor	Calibration of Testing Instrument and Load Testing of T&P handed over to the contractor is in the scope of contractor	Calibration of Testing Instrument and Load Testing of T&P handed over to the contractor is not in the scope of contractor
2	Scope of Supply/Service	<p>1. SOW - 6.0 SPECIFIC REQUIREMENT: - b) the switching operation will be done from remote / SCADA/CRP after customer confirmation or under customer supervision. Request your confirmation on the same.</p> <p>2. SOW - 7.0 SERVICE LEVEL AGREEMENT (SLA) - Contractor Reply - We request customer that all cumulative penalties will be limited to 5% of the annual contract value on a monthly basis. (95% fixed payment + 5% payment linked to KPI.) request your acceptance for the same.</p> <p>3. SOW - 6.0 SPECIFIC REQUIREMENT: - dd) Accommodation for its manpower - Contractor Reply - We request customer to provide Accommodation for manpower at free of cost in the site vicinity. Request your confirmation for the same.</p>	<p>1. The switching operation will be done from remote / SCADA/CRP/locally only after Employer confirmation.</p> <p>2. The provisions of bidding document in this regard shall remain unchanged.</p> <p>3. The provisions of bidding document in this regard shall remain unchanged.</p>	The mentioned queries have already been suitably replied vide corrigendum-I dated 16.12.2024 in subject GEM BID ref: GEM/2024/B/5606977

CORRIGENDUM-I

GeM Bid ref. no. GEM/2024/B/5606977 dated 14.11.2024.

The bidders have raised representations/Queries and accordingly the reply is tabulated hereunder:

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

Sl.	Provisions as per Bidding Documents	Bidder's Query	Reply
1	<p>3.1 Minimum manpower for O&M at Each Substation:</p> <p>The above specified minimum manpower is required for day-to-day activities; however, Agency may be required to depute additional manpower for completion of activities under its scope of work, without any additional cost to Employer.</p> <p>Out of total minimum manpower mentioned above for a day at least two manpower (one from Sl. 02 or 03 and one from Sl. 04 or 05) shall be available in Substation premises at any time of the day including Sundays, Holidays and in the night.</p>	<p>Our understanding is that we must employ, to meet the requirement under this clause:</p> <p>a) At least 2 Nos. additional Maintenance Engineer or Diploma Engineer on a regular basis to meet 8-hour shift requirement / holidays /Sundays.</p> <p>b) At least 2 Nos. additional Electrician or Fitters on a regular</p>	<p>As per clause 3.1 of Technical Specification and Scope of Work, at least two manpower (one from Sl. 02 or 03 and one from Sl. 04 or 05) shall be available in Substation premises at any time of the day including Sundays, Holidays and in the night. This manpower shall be available on Call basis to meet any exigency at any time of the day including Sundays, Holidays and at Night. The contractor has to engage sufficient manpower to ensure the availability of manpower required to fulfil the activities as per the scope of work indicated in the bidding document without any additional cost to POWERGRID.</p>
	<p>Cl. 6.0 a) Day to day operation of substation equipment in consultation with RTAMC/ employer as and when required.</p> <p>c) Continuous 8 hours shift operation shall be considered as a one Man-Day operation. This service should be provided as and when required as per direction of Engineer in charge.</p>	<p>Pl confirm if we need to employ additional manpower for the purpose or we can nominate from the resources available at site. How Powergrid is going to make payments for these additional services?</p>	<p>The contractor has to engage sufficient manpower to ensure the availability of manpower required to fulfil the activities as per the scope of work indicated in the bidding document including shift operation as and when required as per direction of Engineer in charge without any additional cost to POWERGRID.</p>

<p>Clause 6.0 I) Execution of Annual Maintenance Plan (AMP) provided by engineer in-charge of Employer. Annual maintenance includes yearly, two yearly, three yearly, four yearly, five yearly etc., and SO S maintenance as per attached norms at Annexure -1.</p>	<p>PI confirm that all the necessary T&P shall be provided by Powergrid on free-of-cost basis.</p>	<p>In continuation to clause 6.0 of Technical Specification and Scope of Work, T&P required for efficient O&M of the Sub-Station will be handed over to the Agency on free-of-cost basis at the time of carrying out of O&M activities and the same has to be returned by Agency in Healthy condition at the time of completion of work.</p>
<p>CI 3.1 Minimum manpower for Operation & Maintenance of Each Substation : Manpower for House Keeping etc. as per requirement</p>	<p>Please specify total number of housekeeping staff required on a daily/weekly/monthly basis and the scope of the work.</p>	<p>Cleaning and de-weeding of switchyard, Internal Road, Store, Drain and Cable Trench is in the scope of Agency. Bidders are advised to visit the substations to assess the manpower required for housekeeping.</p>
<p>CI. 9 - Performance Security: The Contractor shall, with in twenty-eight (28) days of the intimation of award Contract, provide Contract Performance Guarantee (CPG) for the due performance of the Contract in the amount equivalent to Five percent (5%) of the Contract Price.</p>	<p>We request you to allow Pro-rata deduction at the rate of 5% from the bills of the Contractor, in lieu of submission of Contract Performance Guarantee (CPG) equivalent to Five percent (5%) of the Contract Price.</p>	<p>The provisions of bidding document in this regard shall remain unchanged.</p>

2	<p>CI 2.0 of Technical Experience: Bidder should have successfully completed continuous satisfactory # operation and maintenance of one 400 kV or above rating AIS/GIS Sub-station for the minimum duration of two years or two 400 kV or above rating AIS/GIS Sub-stations for the minimum duration of one year each during last seven (7) years as on originally scheduled last date of bid submission,</p> <p>OR Bidder should have successfully completed Erection, Testing & Commissioning of one 400 kV or above rating AIS/GIS Sub-station during last seven (7) years as on the originally scheduled date of bid submission.</p>	<p>Bidder should have successfully completed continuous satisfactory # operation and maintenance of one 400 kV or above rating AIS/GIS Sub-station for the minimum duration of two years or two 400 kV or above rating AIS/GIS Sub-stations for the minimum duration of one year each during last seven (7) years as on originally scheduled last date of bid submission,</p> <p>OR</p> <p>Bidder should have successfully completed Erection, Testing & Commissioning of one 400 kV or above rating AIS/GIS Sub-station during last seven (7) years as on the originally scheduled date of bid submission.</p>	<p>The provisions of bidding document in this regard shall remain unchanged.</p>
	<p>GCC Sub-Clause 9.1 of Performance Security: The Contractor shall, with in twenty-eight (28) days of the intimation of award Contract, provide Contract Performance Guarantee (CPG) for the due performance of the Contract in the amount equivalent to Five percent (5%) of the Contract Price.</p>	<p>Pro-rata deduction at the rate of 3% from the bills of the Contractor shall be made towards Security Deposit.</p>	<p>The provisions of bidding document in this regard shall remain unchanged.</p>
3	<p>CI 3.1 Minimum manpower for Operation & Maintenance of Each Sub station: Manpower for House Keeping etc. – as per requirement</p>	<p>Please let us know scope of housekeeping to be carried out and what manpower to be included.</p>	<p>Cleaning and de-weeding of switchyard, Internal Road, Store, Drain and Cable Trench is in the scope of Agency. Bidders are advised to visit the substations to assess the manpower required for housekeeping.</p>

	<p>CI 9. Performance Security: The contractor shall, within twenty-eight (28) days of the intimation of award contract, provide Contract Performance Guarantee (CPG) for the due performance of the contract in the amount equivalent to Five Percent (5%) of the Contract Price.</p>	<p>Instead of submitting CPG for 5% value, we propose for pro-rata deduction at the rate of 5% from the bills monthly invoices.</p>	<p>The provisions of bidding document in this regard shall remain unchanged.</p>
4	<p>Minimum manpower requirement</p>	<p>1. Need to confirm whether the manpower requirement is for one location or for all substations.</p> <p>2. Whether the manpower list provided is inclusive of reliever or not. 3. Shift operation Manning Details</p>	<p>1. The minimum manpower defined at cl 3.1 of Technical Specification and Scope of Work document is for each substation. 2. The contractor has to engage sufficient manpower to ensure the availability of manpower required to fulfil the activities as per the scope of work indicated in the bidding document including shift operation as and when required as per direction of Engineer in charge without any additional cost to POWERGRID. 3) As per clause 6.0 (c) of Technical Specification and Scope of Work, Shift Operation should be provided as and when required as per direction of Engineer in charge.</p>
	<p>Supply of major spares</p>	<p>1. Major spares will be provided by owner. Is minor spares required, it is in contractor or owner scope.</p> <p>2. If contractor scope provide the Spare list</p>	<p>All the spares shall be provided by Employer except for consumables. Arrangement of necessary consumable is in the scope of the contractor. List of Consumables is already given in Annexure 03.</p>

<p>Erection all risk policy</p>	<p>Erection All Risk Insurance policy for activities not covered in Employer's Scope. Need to confirm whether it is in contractor's scope. If it is in contractor scope kindly provide the ceiling amount.</p>	<p>In continuation to clause 6.0 a a) of Technical Specification and Scope of Work, Erection All Risk Insurance policy shall be obtained before commencement of Maintenance work as and when required based on value of spare to be replaced. The value of the spares handed over to the Agency shall be provided by the Employer at the time of handing over the spares for replacement. The cost of insurance premium at each instance shall be reimbursed to the Contractor by the employer based on the documentary evidence for the premium paid.</p>
<p>Replacement (including re-commissioning) of failed/ defective equipment/component based on Periodic, preventive & condition-based maintenance is in present scope of work</p>	<p>Is additional manpower required to carry out the replacement work.</p>	<p>Replacement (including re-commissioning) of failed/ defective equipment/component based on periodic, preventive and condition-based maintenance is in present scope of work including arrangement of Manpower (except OEM) as and when required without any additional cost to Employer. In case additional T&P, not provided by POWER GRID, is required, the same shall be arranged by the contractor and the cost of hiring of the same shall be reimbursed by POWERGRID, at actuals, based upon documentary evidence.</p>
<p>Laying, testing, glanding, termination and removal of cables including special cables in the switchyard/buildings/panels as and when required for operation & maintenance of Sub station.</p>	<p>Is additional manpower required or Existing manpower to carry out the replacement work.</p>	<p>The contractor has to engage sufficient manpower to ensure that the availability of manpower required to fulfil the activities as per the scope of work indicated in the bidding document without any additional cost to POWERGRID.</p>

	TESTING & MEASURING INSTRUMENTS AND TOOLS & PLANTS (T&Ps):	Filtration Machine & sf6 Service cart, Testing kit (tan delta, secondary injection kit Etc.	Filtration Machine & SF6 Service cart, Testing kit (Tan Delta, Secondary Injection kit) etc required for efficient O&M of the Sub-Station will be handed over to the Agency at the time of carrying out of O&M activities and the same will be returned by Agency in Healthy condition at the Time of completion of work. In case of any shortage/ damages, the cost for same shall be recovered from the Agency.
	Line maintenance	Is line maintenance in contractor's scope.	Line Maintenance is not in contractor's scope
5	SOW Clause 6.0 SPECIFIC REQUIREMENT: a) Day to day operation of substation equipment in consultation with RTAMC/employer as and when required. b) The operation of substation is generally done from Remote Control Centre (RCC). However, the operation may have to be carried out locally in case of contingencies from substation by Agency and in such case, manpower will have to be deputed for Operations. During operation from Remote control Center, the Agency manpower needs to be present to check proper operation of the equipment in coordination with RCC Operation of Earth switches for doing maintenance work will always to be carried out locally from Switchyard after confirmation from RCC/Engineer In-Charge.	a) Ok Noted. Day to day operation of substation equipment will be done from RTMC. b) the switching operation will be done from remote/SCADA/CRP after customer confirmation or under customer supervision. Request your confirmation on the same.	The switching operation will be done from remote / SCADA/ CRP/locally only after Employer confirmation.

<p>SOW Clause 6.0 SPECIFIC REQUIREMENT:</p> <p>dd) Accommodation for its manpower is within the scope of Agency. However, wherever Employer's colony/field hostel is available, Agency manpower can be accommodated in the colony/field hostel on chargeable basis as per the Employer's accommodation rules as applicable from time to time. Civil & Electrical maintenance of Colony shall be in the scope of Agency.</p>	<p>We request customer to provide Accommodation for manpower at free of cost in the site vicinity. Request your confirmation for the same.</p>	<p>The provisions of bidding document in this regard shall remain unchanged.</p>
<p>SOW 7.0 SERVICE LEVEL AGREEMENT (SLA)</p> <p>Bills submitted with incomplete measurement criterion will not be accepted.</p> <ul style="list-style-type: none"> • 80% of the monthly payment shall be made immediately on submission of bills. • Balance 20% shall be paid based upon certification and SLA compliance by the vendor as per the provisions mentioned in this agreement. 	<p>We request customer that all cumulative penalties will be limited to 5% of the annual contract value on a monthly basis. (95% fixed payment + 5% payment linked to KPI.) request your acceptance for the same.</p>	<p>The provisions of bidding document in this regard shall remain unchanged.</p>
<p>SOW : Waste Disposal</p>	<p>Any debris or removed material generated out of maintenance activity carried out by Contractor, shall be handed over to the customer. Customer will be responsible to dispose the waste as the designated area.</p>	<p>The contractor shall be responsible to dispose any debris, removed material or wastages generated out of maintenance activity at the designated area within substation premises.</p>
<p>SOW : Hotline work</p>	<p>Hotline washing/maintenance and any kind of hotline works are excluded from our scope of work.</p>	<p>Hotline work of any kind is excluded from the scope of agency.</p>

6	<p>SOW: Shifting of spares/ materials from store to location of problematic equipment and Shifting of failed equipment/replaced material within substation/store as per instruction of Engineer In-Charge of Employer. Agency will be responsible for safe handling of spares. Unloading of Employer supplied spares/equipment is also in Agency's scope however crane charges for unloading of material shall be reimbursed as per actual on submission of supporting invoice. Agency will be responsible for safe handling of spares.</p>	<p>Query regarding O & M of Western Region. Please confirm whether providing Man lifter is in PGCIL scope</p>	<p>T&P including Man lifter required for efficient O&M of the Sub-Station will be handed over to the Agency at the time of carrying out of O &M activities and the same will be returned by Agency in Healthy condition at the Time of completion of work. In case of any shortage/damages, the cost for same shall be recovered from the Agency. In case Man lifter is not provided by POWERGRID, same is to be arranged by the contractor and the cost of hiring of the same shall be reimbursed by POWERGRID, at actuals , based upon documentary evidence.</p>
7	<p>Calibration of Testing Instrument and Load Testing of T&P</p>	<p>Calibration of Testing Instrument and Load Testing of T&P handed over to the contractor is in the scope of contractor</p>	<p>Calibration of Testing Instrument and Load Testing of T&P handed over to the contractor is in the scope of contractor</p>
8	<p>Accommodation for its manpower is within the scope of bidder. However, wherever Employer's colony/field hostel is available, Agency manpower can be accommodated in the colony/field hostel on chargeable basis as per the owner's accommodation rules as applicable from time to time. Civil & Electrical maintenance of Colony shall be in the scope of Agency</p>	<p>Civil & Electrical maintenance of Colony to be clarified</p>	<p>Clause 2.2 (u) of Technical Specification and Scope of Work stands modified as "Accommodation for its manpower is within the scope of bidder. However, wherever Employer's colony/field hostel is available, Agency manpower can be accommodated in the colony/field hostel on chargeable basis as per the owner's accommodation rules as applicable from time to time. Civil & Electrical maintenance of such accommodation shall be in the scope of Agency."</p>

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.
15. 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.

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](#)