

Bid Corrigendum

GEM/2026/B/7824678-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. Buyer Added text based ATC clauses

"The bidders have been shortlisted for this Limited Tender Enquiry (LTE) along with their respective OEMs. Accordingly, the bidder shall offer and supply products only from the OEM that has duly authorized and recommended the bidder for participation in this tender."

"For clarity and to avoid any confusion, bidder-specific communications have been issued separately, indicating the OEM against which each bidder is eligible to participate. Any change in OEM at the time of bidding shall not be permitted and shall render the bid liable for rejection."

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"Further, the offered product shall strictly conform to the technical specifications and other requirements stipulated in the bidding document."

1. Only **Class-I Local suppliers** are eligible to bid. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to or more **than 55%**. Firms who are not Class-I local supplier shall not be eligible to bid.
2. Technical Specifications, Testing, Preventive maintenance, AMC etc., shall be as per **Technical Specification Document** attached in **"Buyer Specification Document"**.
3. **Defect Liability Period (Warranty):** The Defect Liability Period shall be for a period of 01 (one) year from the date of commissioning, successful testing and taking over of the material by PowerTel as per **Technical Specification document**.
4. **Liquidated damages and preference to MSE and MII** - Shall be as per GeM TnC.
5. **Quantity Variation:** Percentage for the quantity variation under this tender shall be limited to plus/ minus thirty (+/- 30) percent of the total contract value with individual items to vary up to any extent, during any time of the contract at same rate and terms & conditions. POWERGRID Teleservices Limited (PowerTel) Amendment to the quantity variation shall be given as per requirement.
6. **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, Section 3, Sub-section (i) and GeM GTC. In case of non-submission of the above-mentioned supporting documents, the Seller/ Service Provider

vider 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.

If a bidder is MSE (based on the documents submitted in the bid) but has not claimed for “MSE Purchase Preference” in GeM for the subject tender, MSE purchase preference shall not be extended for that bidder in that tender.

- 7. Earnest Money Deposit (EMD):** 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 below*.

*The amount of Bid Security shall be **Rs. 1,36,000/-**.

Categories of Bidders exempted from submission of Bid Security are as per GeM GTC. The Bidders exempted from submission of Bid Security shall have to upload the documentary evidence in support of exemption of Bid Security.

The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order/bank certified cheque in favour of POWERGRID Teleservices Limited payable at Gurgaon or a bank guarantee from a nationalized bank or Insurance Surety Bond from an insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The format of bank guarantee/Insurance Surety Bond shall be in accordance with the form of bid security included in the Sample Forms below.

Bid Security shall be valid upto **02.06.2027** (250 days from bid opening date), or any other date as subsequently requested.

For the Bank Guarantee, Non-judicial Stamp Paper of appropriate value as per stamp act should be purchased in the name of executing Bank only.

In case the bidder opts for submission of BG in e-stamp, First party must be the issuing bank and second party must be 'POWERGRID Teleservices Limited'. Also, stamp duty for purchase of E-stamp paper must be paid by the issuing bank (sample format attached as Appendix-I of **Buyer uploaded ATC document**).

1.3 The Account details of POWERTEL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	POWERGRID Teleservices Limited Current A/c No.
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ICICI BANK, PGCIL-Corporate Office, Plot No. 2, Sector 29, Gurugram, Haryana 122001	ICIC0000572	057205000386
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In case of Bank Guarantee (towards Advance Payment Security, if applicable and Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERTEL to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERTEL is PTSL5820165. In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in Bid Documents.

Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security along with the bid, except categories of Bidders exempted from submission of Bid Security are as per GeM GTC, shall be rejected by the Employer as being nonresponsive pursuant to GeM GTC Clause 4(xiii) (m)

Those MSE Bidder (based on the documents submitted in the bid) who have not claimed for "EMD exemption" in GeM for the subject tender, EMD exemption benefits shall not be extended for that bidder in the subject tender as per GeM procedures/policies.

8. Security Deposit/Contract Performance Guarantee

A.

- i. The successful bidder is required to submit a Contract Performance Guarantee (CPG) within twenty-eight (28) days after receipt of the Notification of Award/GeM Contract/LOI whichever is earlier, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer/Owner as stipulated in SCC in the Form of unconditional Bank Guarantee/Insurance Surety Bond / online payment in POWERGRID Teleservices Limited for an amount equal to 05% (five) of total Contract value (excluding AMC charges) in form of BG. The same shall be extended by the bidder time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract. 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.

Additional PBG/CPG for Annual maintenance charges (AMC) shall be taken at the start of AMC period at 5% on AMC amount (incl. GST) valid till ninety (90) days beyond the AMC period. The initial BG submitted after the award of contract shall be released only after the new BG for the AMC period is submitted and accepted after due verification.

Or

B.

Security deposit amount shall be deducted at the rate of 05% from the running bill (s) till 05% of the maximum overall Contract price has arrived. This amount shall be kept till ninety (90) days beyond the Defect Liability Period/AMC period, as may be required under the Contract including any extensions, if granted and shall be released only after completion of the contract.

The CPG/Security amount will not earn any interest, whatsoever the period retained by PowerTel.

9. Payment Terms and Sample Forms shall be as per **Sample Forms and Payment Terms** attached in **Additional Scope of Work**.
10. PowerTel Sample forms for Bank Guarantee are attached in **Buyer uploaded ATC document**.
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 **documents attached in "Additional Scope of Work" and "Buyer Specification Document"**.
 - c. OEM Authorization Certificate
 - d. Duly filled and signed **"First envelop and Bid Forms" and "Checklist"** attached as link in **Buyer uploaded ATC document**.
 - e. Certificate from bank as per attachment-16 in first envelop and bid forms. (Format given in 'Payment terms, insurance and sample forms' in **"Sample Forms and Payment Terms"** attached in **"Additional Scope of Work"**) " need to be filled and uploaded
 - f. Safety Pact (attachment-18 in first envelop and bid forms)
 - g. Attachment-21: 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. Attachment 24: Declaration by the bidder regarding events encountered pursuant to ITB Clause 2.1
 - i. Attachment-26: Declaration by the bidder for 'Code of Integrity for Public procurement'
 - j. Attachment-27: Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy
 - k. Attachment-28: Declaration for Acknowledgement and Acceptance of Supplier Code of Conduct
 - l. Audited Balance sheets of last 5 financial years.
 - m. Power of Attorney
 - n. 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 non-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 PowerTel Bidding Document, the latter shall prevail.

13. Assignment Clause:

POWERGRID have transferred its telecommunication business to POWERGRID TELESERVICES LIMITED with effect from October 01, 2023.

Any document submitted by the bidder against this bid shall be valid for evaluation and award by PowerGrid Teleservices Limited.

In particular, the PO shall be issued by POWERGRID TELESERVICES LIMITED and the invoice(s) shall be raised on POWERGRID TELESERVICES LIMITED"

14. Vendor Grievance redressal mechanism: Vendors/Contractor/Supplier can Submit their grievances under the contract pertaining to Post-Award matters broadly under following categories- Payment/Matter related to Integrity Pact & IEMs/Others, Through POWERGRID's Vendor Grievance Portal(VGP).

Link to access Vendor Grievance Portal (VGP) is given below: <https://apps.powergrid.in/vendorgrievance/t/login>

15. Contact details:

i. pawar.ranjeet@powergrid.in

ii. mohan@powergrid.in

iii. sammeta@powergrid.in

2. Buyer uploaded ATC document [Click here to view the file.](#)

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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](#)