

Bid Corrigendum

GEM/2026/B/7847893-C1

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

Annual Maintenance Contract (AMC 102 kms) for PowerTel intracity OFC Network in Mumbai, Navi Mumbai & Padge and Last Mile Contract (LMC 18 kms) for various customers in various cities of Mumbai, Navi Mumbai, Thane, Raigarh, Nasik and Dhule for 3 years

1. **Experience Criteria:** Documents in support of technical Qualification requirements attached at Project Experience and Qualifying Criteria Requirement to be uploaded by the bidder on portal.
2. **Bidder Turnover:** Documents supporting the Financial Qualification requirements attached at Project Experience and Qualifying Criteria Requirement to be uploaded by the bidder on portal. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid to be uploaded.
3. **Certificate: Bid Forms and Attachments (Bid Form for First Envelope or Bid Form and First Envelope)** attached at "Any other Documents As per Specific Requirement of Buyer -2" need to be filled and uploaded on GeM portal only. **In case of non-submission of bid form & attachments (Bid Form for First Envelope or Bid Form and First Envelope) in the portal (soft copy part of the bid/Technical Bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected. For simplicity the excel copy of the Bid Form for First Envelope or Bid Form and First Envelope) can be downloaded from CPPP Portal/ POWERGRID's Tender Website for subject tender. However, any discrepancies in the bid form submitted may lead to rejection.**
4. **Additional Doc 1:** Documents requested at ITB 15.4 shall be scanned & uploaded on the portal.

5. **Additional Doc 2:** Bid Security, Power of Attorney, Safety Pact, Integrity Pact, Attachment-20, Attachment-21, Attachment-23, Attachment-24, Attachment-25, Attachment-26, Attachment-27, Attachment-28 need to upload on portal and Original hard copy of same to be submitted to the address:

DGM (CS),

POWERGRID Teleservices Limited,
Western Region Telecom Control Centre,
1st Floor, Samruddhi Venture Park MIDC Area,
Marol, Andheri (East), Mumbai-400093.

6. **Additional Doc 3 & 4: Any other documents by bidders**

7. Bidders are requested to quote their lumpsum offer (incl. all taxes) against the custom bid in the financial portion of the bid and the detailed price break- up against the uploaded BOQ (excel file uploaded (Price Schedule)) must be uploaded by bidders in the financial portion of the bid only. However, in case price break- up is not submitted by any bidder in the financial portion of the bid, same shall be requested from the L1 bidder only before placement of the award.

Bidders uploading the duly filled BOQ/Price in the technical bid shall be rejected and no further clarification shall be sought.

8. **Quantity variation:** Percentage for the Change Proposal under this Clause shall be limited to minus thirty (- 30) to plus Fifty (+50) percentage of the total contract value indicated in Price Schedule during any time of the contract at same rate and terms & conditions with implementation schedule of Three Months. The individual items may vary to any extent depending on the actual site conditions & execution for the subject package.
9. **Liquidated damages clause:** For any delay in execution of Last Mile work and OFC Laying for preventive works, Deduction shall be applicable as Liquidated Damages (LD), a sum of 0.05 % of the connectivity cost for per day delay. Cumulative LD for all links stipulated under this contract shall be limited to 5 % of contract price of PM & LMC
10. 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(ii) and GeM GTC. 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

on (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.

11. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

Standard Bidding documents of POWERGRID comprises of the following:

- a) Conditions of Contract Volume-I
- b) Technical Specifications Volume-II
- c) Bid Form, Price Schedules Volume-III

However, the same has been accommodated as per GeM custom Bid requirement. Bidders are requested to refer to the table below to understand the bidding documents composition and make themselves aware of the volume and section referred therein. All documents forming part of the Bid Document are intended to be correlative, complementary, and mutually explanatory.

S. No	POWERTEL's Bid Documents Volume No	Section	GeM Custom Bid description
1	Vol-I- Conditions of Contract	Section I- Invitation for Bids (IFB)	Introduction about the project /Services being proposed for procurement using custom bid functionality
		Section II- Instructions to Bidders (ITB)	Instruction To Bidder
		Section III- Bid Data Sheet (BDS)	
		Annexure-A to Section III - BDS Qualifying Requirements	Project Experience and Qualifying Criteria Requirement Pre-Qualification Criteria (PQC) etc if any required
		Section IV- General Conditions of Contract (GCC)	1.Payment Terms 2.Any other Documents As per Specific Requirement

		Section V- Special Conditions of Contract (SCC)	of Buyer -1
		Section VI- Sample Forms and Procedures (FP)	
2	Vol-II- Technical Specification	Technical Specification	Scope of Work
			Quantifiable Specification / Standards of The Service/ BOQ
			Penalties
3	Vol-III- Bid Form, Price Schedules & Technical Data Sheets	Bid Form for First Envelope & Checklist	Any other Documents As per
			Specific Requirement of Buyer -2
		Price Schedule/Bid Form for Second Envelope	Buyers Are Requested To Upload The Format For Price Breakup Of The Lumpsum Offering To Be Provided By The Service Provider (Please Provide The Format If Financial Upload Required Is Selected As "Yes" While Creating Bid)

12. **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.

13. **Contract Performance Guarantee:** 5% with validity of 39 Months (36 Month PO Validity +3 Month) which is to be extended if required as per Technical specifications. No interest shall be payable by the Employer on the above CPG

14. **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,

1. Demand draft with Account Payee Demand Draft in favour of **PowerGrid Teleservices Limited** payable at Gurgaon
2. Bankers Cheque with Banker's Cheque in favour of **PowerGrid Teleservices Limited** payable at Gurgaon.
3. Bank Guarantee/Insurance Surety Bond- Format attached in "Buy

er uploaded ATC document". BG/Insurance Surety Bond shall be valid for 250 days from the original date of bid opening.

4. Online Payment- EMD can be submitted as online payment in **PowerGrid Teleservices Limited** bank account as detailed below.

Name of Bank and Address	IFSC Code	PowerGrid Teleservices Limited Current A/c No.
ICICI Bank, Power Grid Corporation Of India Ltd, Corporate Office, Plot No. 2, Sector 29, Near Iffco Chowk., Gurgaon, Haryana, 122001	ICIC0000572	057205000386

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.

15. 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 **Instruction To Bidder, Introduction about the project, Scope of Work, Payment Terms, Service Level Agreement, Pre Qualification Criteria, Special Terms and Conditions (STC) of the Contract.**
- c. Safety Pact (attachment-18 in first envelop and bid forms), Integrity pact (Attachment-14 in first envelope and bid forms)
- d. 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.
- 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).
- f. Audited Balance sheets of last 5 financial years.
- g. Supporting documents (POs and performance certificate) for compliance of technical experience as per PowerTel Qualifying requirements (QR).
- h. Power of Attorney
- i. 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.

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

17. 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 & IEs/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>

18. All bidders participating with same IP no. shall be technically rejected.

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

i. devkant@powergrid.in

ii. devendra.meena@powergrid.in

20. Amendment to Bidding document attached as Buyer uploaded ATC document

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](#)