

### Bid Corrigendum

GEM/2025/B/6043151-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. 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.
2. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
3. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
4. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
5. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Power Grid Corporation of India Limited payable at Lucknow.

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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
6. Bidders can also submit the EMD with Banker's Cheque in favour of Power Grid Corporation of India Limited payable at Lucknow.

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Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
7. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also

. 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.

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Centralized Procurement Cell, 3rd Floor, Plot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path, Near Medanta Hospital, Lucknow-226002 (UP).

**Reply to queries raised by the bidder is as tabulated below:**

S. N o.	Queries raised by Bi dder	POWERGRID Reply	As per the provision of BATC
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1.	<p>We understand that 100% payment shall be release within 15days from the submission of following documents and will not link with erection, testing and commissioning, please reconfirm.</p> <p>12.3.1 Detailed GST invoice.</p> <p>12.3.2 GeM CRAC. ...this document shall be not applicable as per queries point 2.</p> <p>12.3.3 Evidence of receipt of material or L/R receipt</p> <p>12.3.4 Warranty certificate (if applicable)</p> <p>12.3.5 Insurance policy and certificate</p> <p>12.3.6 Factories/Manufacturer's Test / Inspection certificates of Supplier (if applicable).</p> <p>12.3.7 Material Inspection clearance certificate (MICC) issued by the Employer representative.</p>	<p>One hundred percent (100%) payment (After deducting buyback amount inclusive of GST) for the material supplied, along with applicable GST, will be released upon submission of following documents upon certification by the Engineer-in-Charge.</p> <p>a) Detailed GST invoice.</p> <p>b) <b>Material receipt certificate.</b></p> <p>c) Evidence of receipt of material or L/R receipt</p> <p>d) Warranty certificate (if applicable)</p> <p>e) Insurance policy/certificate</p> <p>f) Factories/Manufacturer's Test/ Inspection certificates of Supplier (if applicable).</p> <p>g) Material Inspection clearance certificate (MICC) issued by the Employer representative.</p>	Sl. No. 17 of Terms of payment (Sub Sl. No. 12.3 for Supply portion)
2.	we will provide our open insurance policy considered for complete year requirement instead of separate insurance certificate for this requirement Please accept.	Open Insurance Policy may be accepted however seller shall declare the dispatches under the subject package to the insurer and submit the copy of same to POWERGRID.	-
3.	Please share the buy back batteries detail along with type and No. of cells.	As per details mentioned in BOQ attached with published tender.	-

4.	Buy-back of batteries can be collect only after receipt of sales invoice from M/s PGCIL, hence our understanding that 6 month period is considered for supply and service with erection testing and commissioning of new batteries after replacement of Old batteries....Please re-confirm.	Entire scope of Work is to be completed within six months from the date of issuance of GeM Contract.	Sl. No. 20 of BATC
5.	Please update the requirement of cell booster against this tender.	Cell Booster is not in the scope of supply in current Package.	-

This GeM Corrigendum-I shall form an integral part of the bid documents and shall be read in conjunction with the same.

9. 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. 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.

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](#)