

Bid Corrigendum

GEM/2025/B/5874556-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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Power Grid Corporation of India Limited payable at Lucknow.
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.
2. Bidders can also submit the EMD with Banker's Cheque in favour of Power Grid Corporation of India Limited payable at Lucknow.
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.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. 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](#)
5. 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.
6. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
7. Scope of supply (Bid price to include all cost components) : Only supply of Goods
8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
9. 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.

10. 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.
11. 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 25% of total value.

12. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
 - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
 - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
13. Buyer uploaded ATC document [Click here to view the file.](#)
 14. Buyer Added text based ATC clauses

“Supply of Circuit Breaker Analyzer with DCRM to various sites of Western Region-II, NERPSIP (North eastern Region), Eastern Region-II & Southern Region-I of POWERGRID.”

Specification. No.: NCN0080

Pre-Bid Meeting shall be conducted on 07.02.2

025 at 11:00 am (In Hybrid Mode).

Request for providing link for participation in online Pre-Bid Meeting shall be sent by bidder through e-mail at cpc@powergrid.in

Venue for Physical Meeting:

Power Grid Corporation of India Limited,

Centralized Procurement Cell,

**3rd Floor, Plot No. - 2A/INS 02, Avadh Vihar
Yojna,**

**Amar Shaheed Path, Near Medanta Hospital
Lucknow- 226002 (UP)**

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GeM CORRIGENDUM-I

GeM Bid ref. no. GEM/2025/B/ 5874556 Dated : 31-01-2025.

Reply to query raised by the bidder is as tabulated below:

Sl. No.	Sl. No. in BATC in above referred GeM Bid	Bidder's Query	POWERGRID Reply
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1.	Sl. No. 13: (Qualification requirement)	<p>1.0 Please refer to your earlier bid GEM/2022/B/24 95275, where you have mentioned</p> <p>Technical Experience</p> <p>1.1 A) The bidder must be Manufacturer (OEM) of Circuit Breaker Analyzer with DCRM kit , who must have manufactured, tested and supplied at least 05 nos. of offered type of Circuit Breaker Analyzers (with DCRM kit) to any Public Sector undertaking/Govt. research institutes/Private power utilities during last 07 years as on the originally scheduled date of bid opening (as mentioned on GeM portal) which should have completed Two(02) years of successful performance as on the originally scheduled date of bid opening mentioned above as per the tender technical specification .</p> <p>OR</p> <p>1.1 (B) "Bidder not meeting the above requirement shall also be considered qualified provided he is an authorized Indian Partner/Dealer/Distributor of an Indian Manufacturer meeting the requirement stipulated at 1.1(A) above."</p> <p>So, we are requesting you to please amend the clause and keep it as 'At least 05 nos. of offered type of Circuit Breaker Analyzers (with DCRM kit) to any Public Sector undertaking/Govt. research institutes/Private power utilities during last 07 years as on the originally scheduled date of bid opening (as mentioned on GeM portal) which should have completed Two(02) years of successful performance as on the originally scheduled date of bid opening mentioned above.</p>	The provisions of bidding document in this regard shall remain unchanged.
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2.	Sl. No. 14: (Technical specification)	We shall provide one set of transducers that contains 03 nos of travel transducers with each CBOA and DCRM kit. We request power grid to provide details of CBs at least 07 working days prior to bid closing, so that competitive pricing can be done from our end and as well as the same shall be helpful for other probable bidders.	This information shall be shared during detailed engineering to successful bidder.
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This GeM Corrigendum-I shall form an integral part of the bid documents and shall be read in conjunction with the same.

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.](#)