

Bid Corrigendum

GEM/2025/B/6362619-C13

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 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 %.
2. 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](#)
3. 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.
4. **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
5. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
6. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
7. 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.
8. 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.
9. 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.

10. 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.

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

12. Buyer Added text based ATC clauses

“Supply and Retrofitment of 420 kV & 245 kV Circuit Breaker at various substation of Eastern Region-I, Northern Region-III and Odisha Project of POWERGRID”

Specification. No.: NCN0156

XXXXXXXXXXXXXXXXXXXX

GeM CORRIGENDUM-I

GeM Bid ref. no. GEM/2025/B/ 6362619 Dated: 27-06-2025

A) Reply to queries raised by the bidder(s) is as tabulated below:

Sl. No.	Sl. No. in BATC in above referred GeM Bid	Bidder's Query	POWERGRID Reply
1.	General	<p>We understand that site foundation & height matching is required, Kindly request you to please share the following details:</p> <ol style="list-style-type: none"> 1. Foundation drawing of 420kV circuit breaker with PIR. 2. Foundation drawing of 245kV circuit breaker 	Existing foundation drawings of the different circuit breakers shall be shared at the time of detailed engineering after issue of award. However, the bidder may visit various sites for physical measurement of the foundations.
2.	General	<p>We understand from the BOQ provided, we have to supply the CSD, kindly confirm the following:</p> <ol style="list-style-type: none"> 1. is there any empty Space in the existing CRP room for the CSD 	Supply and installation of CSD is separately specified in the BOQ, wherever applicable. Empty Space is available in the existing CRP room for the CSD.
3.	General	We request you to please provide the site photos of the retrofitting of the circuit breaker.	Bidder may visit various sites for photo/assessment of the work
4.	TS	Kindly confirm whether the offered circuit breakers shall be used for any special applications like - Generator synchronization, back-to-back capacitor switching, reactor switching etc.	The circuit breakers shall be used for application of mainly switching of Lines/Reactors/Transformers
5.	TS	<ol style="list-style-type: none"> 1-No. of breakers at generator side 2-How frequently synchronization will be happening for each generator 3-Duration of synchronization 4- Asymmetrical current fault level 5- Provide the SLD, mark the breaker to be retrofit 	<ol style="list-style-type: none"> 1) No. of breakers at generator side -- NIL 2)How frequently synchronization will be happening for each generator ---- Not Applicable 3)Duration of synchronization ----- Not Applicable 4) Asymmetrical current fault level -- 63kA 5) SLD shall be provided at the time of detailed engineering after issue of award.
6.	SOW	we consider that dismantled CB shall be store in unpacked condition in customer storage area which will be within the substation area maximum 1km from substation.	CBs and their accessories dismantled from POWERGRID substation are to be shifted in the same POWERGRID substation in unpacked but sealed condition. However, CBs dismantled from substations of other utilities, shall be shifted to POWERGRID consignee store.

7.	General	We request to provide storage area for material supply in their storage room. Please confirm	Storage area shall be provided by POWERGRID.
8.	SoW	<p>We understand that existing is 4 " Al IPS tube.</p> <p>Kindly provide the following data:</p> <ol style="list-style-type: none"> 1. Distance between circuit breaker and its side connected equipment 2. Kindly provide the Layout of the substation. 	The details shall be provided at the time of detailed engineering after issue of award.
9.	TS	Type test validity shall be 10 years as per CEA guidelines. Kindly confirm.	Type Test Validity for Circuit Breakers shall be 10 Years
10.	General	<p>We understand that Plug-in type arrangement is not required for termination of inter pole cables. Same is approved in PGCIL.</p> <p>Please confirm</p>	<p>Requirement of Plug-In type connector for Inter-pole cabling is deleted.</p> <p>S P E C I F I C REQUIREMENT (REV NO 10) JAN 2025 attached as part of revised BATC document.</p>
11.	General	We understand that existing Power and Control cable shall be dismantled and same shall be terminated.	All Interpole Cables are to be replaced. However, existing cables from LCC/MB to Control & Relay Panel, may be used after checking the healthiness.

12.	General	Layout of existing substation	The details shall be provided at the time of detailed engineering after issue of award.
13.	SoW	<p>We understand that SF6 Gas handling plant shall be arranged by M/s. PGCIL for removing of SF6 Gas from existing Circuit breaker.</p> <p>Please confirm.</p>	SF6 Gas Handling Plant shall be provided by POWERGRID.
14.	General	<p>As per the current market scenario, the delivery period for the circuit breaker is following</p> <ol style="list-style-type: none"> 1. 220kV breaker - 14 months from the date of drawing approval 2. 400kV breaker- 24 months from drawing approvals 3. 400kV Breaker with PIR- 36 months from drawing approval <p>In view of this, we kindly request M/s. PGCIL to extend the equipment delivery timeline to 40 months, instead of the currently specified 12 months (365 days), in alignment with current market conditions</p>	<p><u>Delivery Time shall be 18 Months (548 days) for 400 kV Circuit Breakers (PIR/Without PIR). Delivery Time for 245kV Circuit Breakers shall remain as 12 Months (365 days) from the date of LOA.</u></p> <p><u>MAAT value and LA value in Financial Position (clause 3.1) of Qualification Requirement shall be INR 22.66 Cr and INR 3.78 Cr respectively for instant Package.</u></p> <p>-</p> <p><u>Revised BATC document including Qualification Requirement is attached as "Annexure-QR_Rev".</u></p>

15.	General	<p>For material Price component:</p> <p>1. 90% of supply part with full taxes of the material component is paid once the material is received at Powergrid Sites, Physical verification and certification by the Engineer-in-charge.</p> <p>2. 10% of Price of the material component is paid once commissioning of particular breaker is completed. However, subjected to below: - In case commissioning delay by 60 days post Supply of Material. Powergrid shall release balance 10% (supply portion) payment against submission of equivalent amount BG. Further in case Completion period goes beyond 42 months due to reason attributable to Powergrid. CG reserve right to revise Prices of (Service Portion) on mutually agreed basis.</p>	The provisions of bidding document in this regard shall remain unchanged.
16.	General	<p>Material to be delivered within 36 months from date of issue of PO. Erection, testing and commissioning within 42 months from date of issue of PO. Note: 400KV Ckt Bkr with PIR supply schedule takes minimum 36 months' time from Drawing approval due to acute shortages of Pre insertion resistor vendors. However, 400KV Ckt Breaker without PIR Supply schedule can be 16 months.</p>	<p><u>Delivery Time shall be 18 Months (548 days) for 400 kV Circuit Breakers (PIR/Without PIR). Delivery Time for 245kV Circuit Breakers shall remain as 12 Months (365 days) from the date of LOA.</u></p> <p><u>MAAT value and LA value in Financial Position (clause 3.1) of Qualification Requirement shall be INR 22.66 Cr and INR 3.78 Cr respectively for instant Package. Revised BATC document including Qualification Requirement is attached as "Annexure-QR_Rev".</u></p>

B) Following Terms and Conditions of above referred GeM Bid are amended as indicated below:

Sl. No.	Sl. No. in BAT C in above referred GeM Bid	Existing provision	Amended Provision

1.	Sl. No. 13: (Technical Specifications)	Technical Specifications indicated in Bidding Document shall be duly signed and uploaded by the bidder in the technical bid on GeM portal, as a token of compliance to Technical Specifications. <i>The Technical specification is uploaded in "Specification Document TAB" of GeM Bid.</i>	"Technical Specifications" indicated in Bidding Document and "SPECIFIC REQUIREMENT (REV NO 10) JAN 2025" shall be duly signed and uploaded by the bidder in the technical bid on GeM portal, as a token of compliance to Technical Specifications. <i>Note: The Technical specification is uploaded in "Specification Document TAB" of GeM Bid and "SPECIFIC REQUIREMENT (REV NO 10) JAN 2025" is attached in Revised BATC to the bidding document.</i>
2.	Qualifying Requirements for Bidders	"Annexure-QR" attached in BATC	"Annexure-QR_Rev" is attached in Revised BATC to the bidding document.
3.	Sl. no. 18 (Delivery schedule)	The delivery schedule for the Goods and Related Services to be supplied under the Contract shall be 12 (Twelve) months from the date of Contract Order generated through GeM portal.	The delivery schedule for the Goods and Related Services to be supplied under the Contract shall be 18 (Eighteen) months (548 days) for 400 kV Circuit Breakers (PIR/Without PIR) and 12 (Twelve) months (365 days) for 245kV Circuit Breakers from the date of Contract Order generated through GeM portal.

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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](#)