Bid Number: GEM/2026/B/7720336
Dated: 31-07-2026

Bid Corrigendum

GEM/2026/B/7720336-C5

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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. 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.
7. 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)
8. 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.

9. 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.
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. Buyer uploaded ATC document Click here to view the file.
12. Buyer Added text based ATC clauses

“Supply and Retrofitment of 420KV Circuit Breakers (Without PIR) at various substation of NR-II and WR-I Regions of POWER GRID”.

Specification. No.: NCN0335

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CORRIGENDUM-I

GEM BID REF. NO. GEM/2026/B/7720336 Dated: 03-07-2026

The following bid specific data shall amend and/or supplement the provisions in the GEM GTC/ BATC.

1) The Time for Completion shall be as under :

<table>
<tr><th>Sl. No. in BATC in above referred GeM Bid</th><th>Existing provision</th><th colspan="2">Amended Provision</th></tr>
<tr><td rowspan="5">Sl. no. 19 of BATC, (Completion schedule)</td><td rowspan="5">Supplementing GTC clause 14 with the following:

The work schedule (delivery & retrofitment) for the Goods and Related Services to be supplied under the Contract shall be Twenty-one (21) months/638 days from the date of Contract Order generated through GeM portal.</td><td>Description</td><td>Duration from the effective date of Contract</td></tr>
<tr><td colspan="2">Supplementing GTC clause 14 with the following:
The work completion schedule (Including Supply & Retrofitment) under the Contract from the date of Contract Order generated through GeM portal for respective regions shall be as tabulated below: (Specification No: NCN0335)</td></tr>
<tr><td>i) Northern Region-II
(Locations within U/T/states of Jammu & Kashmir, Leh & Ladakh, Chandigarh, Punjab, Haryana, Himachal Pradesh)</td><td>Twenty-one (21) months/

638 days</td></tr>
<tr><td>ii) Western Region-I
(Locations within states of Madhya Pradesh, Maharashtra, Chhattisgarh & Goa)</td><td>Twenty-one (21) months/

638 days</td></tr>
<tr><td colspan="2">Note: The Regions mentioned above include the locations falling under that particular region of POWERGRID</td></tr>
</table>

2) <u>CPG/Performance Security:</u>

Sl. No. in BATC in above referred GeM Bid	Existing provision	Amended provision

Sl. no. 16 of BATC, **(Contract Performance Guarantee)**	7.0 For the purpose of Performance security/CPG, the original Contract Price shall be the reference price. 7.1 For every increase in Contract Price exceeding 10% of the Contract Price as originally set forth in GeM contract order, Performance security/CPG shall be increased corresponding to the revised Contract price. 7.2 Similarly, for every decrease in Contract Price exceeding 10% of the Contract Price as originally set forth in GeM contract order, the contractor/supplier shall have the **option** to decrease the amount of Performance security/ CPG corresponding to the revised Contract	7.0 For the purpose of Performance security /CPG, the original Contract Price shall be the reference price. 7.1 For every increase in Contract Price exceeding 10% of the Contract Price as originally set forth in GeM contract order, Performance security/CPG shall be increased corresponding to the revised Contract price. 7.2 Similarly, for every decrease in Contract Price exceeding 10% of the Contract Price as originally set forth in GeM contract order, the contractor/supplier shall have the **option** to decrease the amount of Performance security/ CPG corresponding to the revised Contract price. **7.3 Further, after successful completion of Defect Liability Period for any part of the Facilities for which separate Time for Completion has been specified in the BATC, the Contractor shall have the option to reduce Performance Security(ies) by the amount corresponding to Contract Price for that part.** **However, if the Contractor fails to comply with the Time for Completion in accordance with BATC (Delivery Schedule/ Completion Schedule) for other part(s) of the facilities for which a separate Time for Completion is specified in the BATC, the reduction of Performance Security(ies) as brought out above shall not be permitted by the Employer**

3) Liquidated Damages :

Sl. No. in BATC in above referred GeM Bid	Existing provision	Amended provision
Sl. no. 29 of BATC , **(Liquidated Damages for Delay by Contractor)**	**Replace GeM GTC clause 15(iii)** **Liquidated Damages for Delay by Contractor** a. If the Contractor fails to complete the work and clear the site on or before the completion date of the Contract, the co	**Replace GeM GTC clause 15(iii)** **Liquidated Damages for Delay by Contractor** a. If the Contractor fails to complete the work and clear the site on or before the completion date of the Contract (or a part for which a sep

		ntractor shall pay to employer, an amount equivalent to **0.05% (zero point zero five percent)** of the contract price for the whole of the facilities as liquidated damages for such default and not as penalty, without prejudice to the Employer other remedies under the contract for **each day of delay** in completion of the work. The Total Liquidated damages for delay under the contract shall however be subject to a **maximum of 05 (Five) percent** of the Total Contract Price. b. The calculation of LD shall be done separately for part of contract having separate schedule without any restriction on maximum amount. However, the total LD under the contract shall be restricted to maximum of 05 (Five) percent of total contract price. c. Any delay due to Force Majeure or reasons not attributed to the Contractor shall be considered for condonation upon examination by POWERGRID on merit. The decision of POWERGRID in such case shall be final and binding on the Contractor. d. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which	arate time for completion is agreed), the contractor shall pay to employer, an amount equivalent to **0.05% (zero point zero five percent)** of the contract price for the whole of the facilities (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as penalty, without prejudice to the Employer’s other remedies under the contract for **each day of delay** in completion of the work (**or a part for which a separate time for completion is agreed**). The Total Liquidated damages for delay under the contract shall however be subject to a **maximum of 05 (Five) percent** of the Total Contract Price (**or a part for which a separate time for completion is agreed**). b. **The LD shall be calculated independently for each region having separate delivery schedules. However, each region’s total LD under the contract shall not exceed 05% of region’s contract price**. c. Any delay due to Force Majeure or reasons not attributed to the Contractor shall be considered for condonation upon examination by POWERGRID on merit. The decision of POWERGRID in such case shall be final and binding on the Contractor. d. The parties agree that th	

	will be suffered by POWERGRID for default on the part of the contractor and said amount will be payable without proof of actual loss or damage caused by such default. e. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract.	e sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by POWERGRID for default on the part of the contractor and said amount will be payable without proof of actual loss or damage caused by such default. e. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract.

This corrigendum shall form an integral part of the bid documents and shall be read in conjunction with the same.

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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 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