

## Bid Corrigendum

GEM/2025/B/6418027-C4

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. **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
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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. Scope of supply (Bid price to include all cost components) : Only supply of Goods
6. 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.
7. 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.

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. 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.

10. 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.

11. Buyer Added text based ATC clauses

**"Supply of 400 kV, 220 kV and 132 kV CVTs for various Substations of NR-I, NR-III, NER and Odisha Project of POWERGRID"**

**Specification. No.: NCN0165**

### **CORRIGENDUM-I**

**GEM BID REF. NO. GEM/2025/B/6418027 Dated: 10.07.2025**

**Replies to the bidder's queries against the subject bid are as indicated below:**

Sl.	Clause No.	Clarification sought	Reply
1	General	We understand that marshalling box not in our scope of supply. Kindly confirm	Items are to be supplied as per BoQ only without Marshalling Box.

2	General	Kindly confirm the type of terminal connectors required for 420kV, 245kV & 145kV CVT.	The details of Terminal Connectors required for 420kV, 245kV & 145kV CVT will be provided during detailed Engineering.
3	General	We understand that scope shall be of CVT only. Terminal Connector (except those in BoQ), Structure, Matching plate etc. shall not be in scope of Siemens, kindly confirm	Terminal Connector shall be supplied as per BoQ. Structure, Matching plate etc. shall not be in the scope of Supplier.
4	General	We understood that contract is Supply of Goods Contract and supervision is not required. Kindly confirm.	Scope is for supply of Goods only and no supervision is required.
5	General	We would like to inform you that, as per CEA guidelines for type test validity of switchgear equipment, type test validity for instrument transformer is 10 years. All utilities are accepting the same. We request your acceptance on the same as well. No additional/special tests in scope of Siemens.	Type Test Validity for Instrument Transformer shall be as per attached " <i>Specific Requirement (Rev no.10), Jan'2025</i> ", i.e. 10 years.  Type Test requirements shall be as per the TS and GTR attached in bidding document.
6	General	We understand that the Seismic acceleration (Horizontal) shall be 0.3g & creepage shall be 25mm/kV for all the CVTs (except: 31mm/kV for BBMB Panipat), kindly confirm.  Also, share the site wise altitude or else, confirm whether all the CVTs shall be installed for max. altitude of 1000 m.a.s.l.	Seismic acceleration (Horizontal) value shall be as per Technical Specification Document.  Creepage shall be 25mm/kV for all the CVTs except 31mm/kV for BBMB Panipat.  The locations of substation are mentioned in Scope of Work. The desired data shall be collected by the bidder.

7	Delivery-180 Days	The delivery shall be 240 days from the date of receipt of CAT I drawing Approval.	The provisions of bidding document in this regard shall remain unchanged.
8	<i>Specific Requirement (Rev no.10), Jan'2025</i>	NA	<i>Specific Requirement (Rev no.10), Jan'2025 attached in <b>buyer uploaded ATC document (at Sl. No. 13)</b> along with this corrigendum shall form integral part of Scope of Work, TS &amp; GTR attached along with original Bid. Clauses mentioned in this document shall supersede mentioned clauses of GTR-Rev-15.</i>

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

#### **CORRIGENDUM-II**

**GEM BID REF. NO. GEM/2025/B/6418027 Dated: 10.07.2025**

**Replies to the bidder's queries against the subject bid are as indicated below:**

Sl.	Clause No.	Clarification sought	Reply
1	General	BOQ line item no. 1, it is mentioned that 420kV, 8800pF CVT is required. However, both normal and high creepage are specified in the technical spec. So kindly request you to confirm the creepage distance for the 420kV, 8800pF CVT.	Minimum Creepage distance (mm) shall be as per TS. Creepage applicable is 25mm/kV, unless specifically specified in BOQ as 31mm/kV.
2	General	Also confirm Terminal connector type.	The details of Terminal Connectors required for 420kV, 245kV & 145kV CVT will be provided during detailed Engineering.

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

12. 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](#)
13. 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.
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](#)