

Bid Corrigendum

GEM/2025/B/5963385-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. 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. 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.
3. 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.
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. 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.
6. 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.
7. 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.

8. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Power Grid Corporation of India Limited payable at Lucknow
. 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.
9. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
10. 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.
11. Buyer Added text based ATC clauses

Pre-Bid Meeting:

Pre-Bid Meeting shall be conducted on 27.02.2025 at 11:00AM (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).

CORRIGENDUM-I

GeM Bid No. GEM/2025/B/5963385 dated 20.02.2025

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

S. No	Queries/Representation raised by Bidder	Queries/Clarifications replied to B	Remarks
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1	<p>We understand that 100% payment shall be released within 15 days 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) Material receipt certificate.</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>	<p>Sl. No. 12 of Terms of payment (Sub Sl. No. 12.3 for Supply portion)</p>
2	<p>As per all past executed order with M/s PGCIL in GeM Portal we had never generated the CRAC... Kindly note that CRAC for equivalent amount of GeM contract can't be provided since our invoice will generate with 100% supply value whereas GeM contract value always reflect after deduction of buy back amount. requested to remove the CRAC documents requirement from GeM.</p>		
3	<p>we will provide our open insurance policy considered for complete year requirement instead of separate insurance certificate for this requirement Please accept.</p>		

4	Buy-back of batteries can be collected 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. 14 of BATC
5	Please confirm the quantity and rating of cell booster as same is not mentioned in BOQ published along with tender document, if required.	Cell Booster is not in the scope of supply.	Clause No. 6 of TS attached with Bid Document.

Further, following Terms and Conditions of above referred GeM Bid stands amended as indicated below:

Sl. No.	Sl. No. in BATC in above referred GeM Bid	Existing provision	Modified provision vide this Corrigendum
1.	Sl. No. 9 of Contract Performance Guarantee (CPG)	Validity of the Contract Performance Guarantee (CPG) is of 20 months.	Validity of the Contract Performance Guarantee (CPG) is of 44 months . Ref.: S. No. 9 of CPG under subclause 1.2 of GTC Clause 7(ii).

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

12. Buyer uploaded ATC document [Click here to view the file](#).
13. 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](#)

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](#)