

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-02-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Power Grid Corporation Of India Limited
संगठन का नाम/Organisation Name	Power Grid Corporation Of India Limited
कार्यालय का नाम/Office Name	Corporate Office Gurgaon
वस्तु श्रेणी /Item Category	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Mahindra Scorpio or equivalent models such as Scorpio NZ4 Scorpio Classic S11 Scorpio Classic S vehicles; Vehicle registered in the same year or within one year from the date of initial..
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या   / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	23000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

POWERGRID

Southern Region-II , Regional Head Quarter, Near RO Driving Test Track, Singanayakanahalli, Yelahanka Hobli, Bangalore - 560064, Karnataka

(Powergrid Corporation Of India Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Scope of work:**[1769690037.pdf](#)

**Payment terms:**[1769690058.pdf](#)

**Eligibility Criteria:**[1769690069.pdf](#)

**Any other document required from seller:**[1769690077.pdf](#)

**Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Mahindra Scorpio Or Equivalent Models Such As Scorpio NZ4 Scorpio Classic S11 Scorpio Classic S Vehicles; Vehicle Registered In The Same Year Or Within One Year From The Date Of Initial.. ( 1 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	SUV
Type of car	Mahindra Scorpio or equivalent models such as Scorpio NZ4 Scorpio Classic S11 Scorpio Classic S vehicles
Year of Vehicle Model	Vehicle registered in the same year or within one year from the date of initial bid opening
Vintage in KM	NA
Air Conditioning	A/C
Engagement Hours per Day	24 x 7 Outstation
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Driver Required	Yes
Type of Terrain	Plain and Hilly
Fuel type of vehicle	Diesel
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	THUMMALA MANOJ	577528,Power Grid Chitradurga Bellary Transmission Ltd. Davanagere Projects Construction area office, Plot No:08, Ashwini layout, Near water Tank, Davanagere road, Jagalur, Davanagere Dist, Karnataka-577528	1	<ul style="list-style-type: none"> <li>Estimated KMs to be traveled in a month : 3000</li> <li>Duration in Months within the Contract Period : 24</li> </ul>

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Hiring of 01 No. SUV type vehicle for CAO/Project In-charge for a period of 02 years + 01 year extension provision at Davangere CAO.**

**Office Location:**

CAO I/c

Power Grid Chitradurga-Bellary Transmission Limited

Power Grid Corporation of India Limited

Site No 8, Ashwini Layout, Davanagere Road

Jagalur Taluk, Davangere Dist. Karnataka- 577528

## **Shortlisting Criteria for Bidders:**

The bidder should have successfully executed similar works i.e. **“Hiring of any Vehicle services”** during last 7 years as on the last date of Bid submission be either of the following:

a. One single contract of value not less than Rs 9.13 Lakhs (exclusive of GST).

or

b. Two contract of values not less than Rs 5.71 Lakhs (exclusive of GST)

or

c. Three contract of values not less than Rs 4.56 Lakhs (exclusive of GST).

Following documents shall be submitted by the bidder(s) towards technical capability:

Any documentary evidence towards work completion (i.e. Completion certificates)/Executed value of work detailing the scope of works executed/completed covering the works as defined for similar works i.e. **“Hiring of any Vehicle services”** issued by the buyer and showing the executed value of work, period of execution of the work.

### **Annexure-I**

## **Bill of Quantity**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>Rate per month in INR (Incl. GST)</b>	<b>No. of months</b>	<b>Amount (i.e, Contract Price) in INR</b>
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1	2	3	4	5 = (3 x 4)
A.	<b>Vehicle Hiring Charges of 1 no. Vehicle (SUV type) as per the technical Specifications (without driver charges &amp; without fuel charges)</b>  <b>(Incl. GST)</b>	<i>To Be Quoted by Bidder on GeM Portal only.</i>	<b>24</b>	<i>Do not write a mount here</i>
<b>Additional Items in Monthly Bill</b>				
B	<p>To be claimed by the contractor &amp; to be reimbursed by POWER GRID</p> <ol style="list-style-type: none"> <li><b>1. Driver Wages (As per minimum wages of SKILLED LABOUR and as per the calculation given below)</b></li> <li><b>2. Fuel charges reimbursed @ 01 (One) Ltr / 12 km (PI refer Cl: 9 of ATC)</b></li> <li><b>3. Cost of uniform reimbursed @ ₹3500/- incl. GST per year (PI refer Cl: 26.5 of ATC)</b></li> </ol>			
<p>Ø For applicable GST (for vehicle hiring charges), kindly refer to the Note below.</p>				

## **GST Note:**

**#RCM (Reverse Charge Mechanism) @ 5 % GST shall be applicable in the following cases:**

The service provider must be;

- a) Other than a body corporate i.e., an Individual or Partnership Firm or AOP/BOI etc.
- b) Does not issue invoice charging GST@ 18% (9% CGST +9% S GST) from the service recipient.

### **For Body Corporates RCM is not applicable**

The bidder shall take into account the above and quote Total Monthly C harges inclusive of applicable GST (5% or 18%) as per above.

Bids shall be Evaluated on Total Cost inclusive of GST.

**Applicable GST (for manpower hiring charges/Driver wages) shall be borne by POWERGRID.**

## **Site Details:**

<b>Office Location</b>	POWERGRID Davangere CAO
<b>Category of Area (for Driver Wages)</b>	Area-C
<b>Operating State (Geographical Presence)</b>	Karnataka

<b>Engineer In-charge</b>	CAO In-charge/ POWERGRID Davangere CAO
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<b>Specification:</b>	
<b>Air Conditioning</b>	<b>A/C</b>
<b>Engagement Hours per day</b>	<b>24 x 7</b>
<b>Driver Required</b>	<b>Yes</b>
<b>Fuel Type of Vehicle</b>	<b>Diesel/Petrol/Hybrid</b>
<b>Type of Terrain</b>	<b>On Road/ Off Road Local &amp; Outstation Plain and Hilly</b>
<b>Model</b>	<b>Vehicle registered in the same year or within one year from the date of initial bid opening</b>
<b>Vehicle Type</b>	<b>Scorpio or equivalent models such as Scorpio NZ4 / Scorpio Classic S11/ Scorpio Classic S vehicles</b>
Estimated Kms to be traveled in a month	Estimated Kms to be traveled in a month is only indicative purpose but not contractually binding. Service is to be provided as per requirements.

<b>Minimum Wages Calculation:</b>		
<b>Sl. no.</b>	<b>Wage components (Skilled Labour)</b>	<b>w.e.f. 01.10.2025 Area- "C"</b>
1	Min wage incl. VDA (variable DA) per day	760.00*
2	No. of days	26
3	Total Min wage incl. VDA per month	19760.00

4	EPF @ 12% of (Basic+VDA) restricted to 15000/-	1,800.00
5	EDLI @ 0.5% of (Basic+VDA) restricted to 15000/-	75.00
6	Admin charges @ 0.5% of (Basic+VDA) restricted to 15000/-	75.00
7	ESI/WC @ 3.25% of (Basic+VDA) restricted to 21000/-	642.2
8	Bonus @ 8.33% of (Basic+VDA) restricted to 21000/-	1646
9	<b>TOTAL statutory wages per Driver for 01 month (Sum of Sl. no. 3 to 8) Excluding GST.</b>	<b>23998</b>

- a) The above calculation is for illustrative purpose. The wage of driver shall be paid by the agency as per central govt/state govt minimum wages whichever is higher prevailing at the place of deployment of vehicle i.e., Office Location.
- b) On revision of min. wages, the revised wages shall be paid to both the drivers by the agency and the same may be claimed by the contractor.
- c) In Case ESI is not applicable in respective area WC policy may be submitted by the contractor and POWERGRID will reimburse the amount restricted to amount of ESI.

	<b><u>Annexure-II</u></b>
<b>INFORMATION FOR BIDDERS</b>	

1

Buyer/Employer shall mean POWERGRID

<b>During Tendering</b>	<b>After Award</b>
<p>Sr. General Manager (C&amp;M) Power Grid Corporation of India Limited, Southern Region-II , Regional Head Quarter, Near RO Driving Test Track, Singanayakanahalli, Yelahanka Hobli, Bangalore - 560064, Karnataka</p>	<p>Engineer in charge &amp; Office Location as per BOQ  CAO I/c office Power Grid Chitradurga-Bellary Transmission Limited Power Grid Corporation of India Limited</p>
<p><b>Contact Details:</b></p> <p><a href="mailto:dhineshkumar.s@powergrid.in">dhineshkumar.s@powergrid.in</a> <a href="mailto:pawan.soni@powergrid.in">pawan.soni@powergrid.in</a></p> <p>Office email- <a href="mailto:sr2candm@powergrid.in">sr2candm@powergrid.in</a></p>	<p>Site No 8, Ashwini Layout, Davanagere Road Jagalur Taluk, Davangere Dist. Karnataka- 577528</p> <p>email- <a href="mailto:tmanojreddy@powergrid.in">tmanojreddy@powergrid.in</a>  <a href="mailto:spk@powergrid.in">spk@powergrid.in</a></p>

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This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

3 **Geographical Presence:** The agency should have at least one office/Registered establishment situated in operating state as per BOQ (i.e. **Karnataka**) under SR-II region. Documentary proof of the same need to be submitted by the agency along with other bid document.

**Documentary Proof of office**

1.1. Company Registration

1.2. Commercial Tax Paid

1.3. GST Registration

1.4. In case of Proprietorship / individual the following will be acceptable

Ø Passport.

Ø Election Card or Voter Identity Card

Ø Ration Card

Ø Driving License

Ø Electricity Bill not older than three month

Ø Telephone Bill/ Broadband not older than three month

Ø Aadhaar Card

Ø Property Tax Receipt

Ø Udyam Registration

1.5. In case of Company Premise is leased/Rented the following document needs to be submitted.

1.5.1. The registered document of the title of the premises of the registered office in the name of the company; OR

1.5.2. The registered copy of lease /Notarized rent agreement in the name of the company/individual in case proprietary & Partnership along with a copy of rent paid receipt not older than one month;

4 **Ownership of Vehicle:** Bidders may deploy their own vehicle registered in their name. In case registration of the vehicle is not in the name of bidder, then the Contractor may submit 'Power of Attorney' in his/her name/company for deploying of vehicle on hire basis

5 Bidders, who are executing contract(s) or has executed contract (s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during

contract(s) execution, shall not be eligible to bid for the package (s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

S. N.	Event	Period for which bid(s) shall be considered as non-responsive / not eligible
1.	Termination of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Repeated failure of major Equipment while in service	1 year
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code ( <i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i> )	Till the firm comes out of Resolution process

*\*For the purpose of working out 50% of the Contract, following shall be taken into account:*

*(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*

*(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.*

	<p>Notwithstanding the above, in case any of the event(s) above is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.</p> <p>The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.</p>
6	<p>Bidder shall have to fill and upload the following forms along with their bid:</p> <ul style="list-style-type: none"><li>(a) Scanned copy of Bid Security (or) Documentary evidence in support of exemption of Bid Security (as per Gem GTC) along with Bid-Securing Declaration (<b>Refer Form No. 1</b>) shall be uploaded by Seller in the online bid.</li><li>(b) Information regarding Ex-Employees of POWERGRID in our organization (<b>Refer Form No. 2</b>)</li></ul>

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The bid security shall, at the bidder's option, be in the form of a crossed bank draft in favour of Power Grid Corporation of India Limited payable at Bangalore or a bank guarantee. The format of the bank guarantee shall be in accordance with the form of bid security as per format available below;

The bank details for submission of Bid Security/CPG in the form of bank guarantee are as follows:

Name of the Bank: State Bank of India

Branch Address: Race Course Road (06198)

32, Race Course Road, Bangalore, Karnataka - 560 001

IFSC Code: SBIN0006198

Account No.: 10363892935

**The Bid Security shall be valid up to 150 days from the original date of Bid opening.**

Bidders may also submit their Bid Security/EMD through POWER GRID Online Payment Utility Payment mode on the website, <http://www.powergrid.in> / or <https://epay.powergrid.in> / as a supplier.

The Bidder shall upload the "Online payment Reference Number" as documentary proof.

**Scanned copy of Bid Security shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening.**

8	<p>In case of dishonoring the conditions as given below, the bid security/EMD submitted by such bidders shall be forfeited and the bids from such Bidders shall be considered as nonresponsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect;</p> <p>(a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or</p> <p>(b) If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.</p>
9.	<p>During proposal evaluation, the Employer may, at its discretion, ask the Bidders for a clarification of its proposal. In case of erroneous/non-submission of documents related to/identified as above submitted by the Bidders as per the provisions of the bidding Documents, the Employer may give the bidders <b>not more than 02 working days</b>’ notice to rectify/furnish such documents, failing which the bid/proposal is liable to be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.</p>

11 **Bidders are requested to quote the price in GeM portal itself. Bidders shall quote only vehicle hiring charges,** whereas the driver wages and fuel charges are reimbursable as per T&C. Bids based on a system of pricing other than that specified shall be rejected.

The Bid Prices quoted by the bidders cover all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a "Single Responsibility" basis. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.

**Bidders shall not upload the price details in the technical part otherwise, uploaded price details in technical part will not be considered for evaluation.**

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**The amount of Performance Security/CPG shall be 05% (percentage) of the Contract Price.**

Bank Guarantee equal to Five percent (05%) of the Contract Price in favour of POWERGRID on Non judicial stamp paper of appropriate value purchased in the name of issuing bank, from

- (a) a Public Sector Bank located in India or
- (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.1000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or
- (c) a foreign Bank or subsidiary of a foreign Bank acceptable to POWERGRID with an overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by reputed rating agency. Further the bank guarantee should be confirmed by either, i) Its corresponding bank located in India or ii) a Public Sector Bank located in India or iii) a Scheduled commercial Private bank located in India

**Alternately,**

Bidders may also submit their CPG through POWERGRID Online Payment Utility Payment mode on the website <https://www.powergrid.in/> or <https://epay.powergrid.in/> as a supplier.

The bidder shall email the "Online payment Reference Number" as documentary proof for verification.

Alternatively, in place of submission of Contract Performance Guarantee as bank guarantee, Service Provider may opt for pro-rata deduction at the rate of 05% (five percentage) from the Running Bill of the contractor as Security Deposit. In this case, the earnest money, if any, submitted by the Service Provider along with the bid/ tender shall be treated as Initial Security Deposit. The deductions shall be continued till the total amount towards Security Deposit reaches 05% (five percent) of the contract value.

13

**Arbitration**

In the event of any question, dispute or difference arising out of or in connection with this work, whether during the progress of the work after its completion, abandonment or breach of contract, the same shall be referred for arbitration. The arbitration shall be conducted by a sole arbitrator. The sole Arbitrator shall be chosen from a panel of empaneled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties. In case of the Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. The decision of the sole arbitrator shall be final and binding upon the parties. In the event of any of the sole arbitrator dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator in place of the outgoing arbitrator.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

14

The bidder may note that POWERGRID has uploaded its "Works & Procurement Policy and Procedure' (Vol. -I) to POWERGRID's web site. Those bidders who wish to peruse the same may visit [www.powergrid.in](http://www.powergrid.in): However, it shall be noted that no other party, including the bidder/contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' document or have any claim on POWERGRID on the basis of the same. The respective rights of POWERGRID and Bidders/Contractors shall be governed by the bidding documents/contracts signed between POWERGRID and the Contractor for the respective packages. The provisions of bidding documents shall always prevail over that of 'Works & Procurement Policy and Procedure' document in case of contradiction

15	<b>Priority Order of Documents</b>
	<ol style="list-style-type: none"> <li>1. BOQ</li> <li>2. Additional Terms &amp; Conditions</li> <li>3. Instruction to Bidders</li> <li>4. Service Level Agreement</li> <li>5. General Terms &amp; Conditions of GeM</li> </ol>
16	Notwithstanding anything, POWERGRID reserves right to assess the bidder's capability and capacity to perform the contract. The decision of POWERGRID in this regard shall be final and binding on the bidder.
17	POWERGRID reserves the right to accept or reject any or all the tenders without assigning any reason thereof and without any cost implication to POWERGRID.

**Annexure-II-A**

FORM NO: 1  
Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

Specification number: SRTS-II/C&M/GEM Bid no. ....

(Title of Contract)

To:

Sr. General Manager, (C&M)/HOD  
Power Grid Corporation of India Ltd.,  
SRTS-II RHQ,  
Singanakanahalli,  
Yelahanka Hobli,  
Bengaluru - 560064

We, [insert name of the Bidder] understand that, according to bid conditions, Bids must be supported by a Bid-Securing Declaration.

We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as br



Dear Sir,

We declare that we are aware of and have gone through the "Code of Business Conduct and Ethics for Senior Management Personnel" and "Code of Business Conduct and Ethics for Board Members" of POWERGRID [hereinafter referred to as the "Code of Conduct" (*available on POWERGRID's website <https://www.powergrid.in>*)]. We further understand that as per the "Code of Conduct", Senior Management Personnel including Board Members, who have retired/resigned from POWERGRID, shall not accept any appointment or post, as detailed in the referred "Code of Conduct", within 1 year from the date of cessation of service/directorship unless approved by the Competent Authority.

Accordingly, we hereby furnish the details of ex-employees of POWERGRID who had retired/ resigned at the level of Chief General Manager and above from POWERGRID and subsequently have been employed by us:

Sl. No.	Name & designation of the person in POWERGRID	Date of Retirement/ resignation from POWERGRID	Date of joining and designation in our organization*

\*In case the date of joining in the bidder's organization of such ex-employee is within 1 year from the date of retirement/resignation from POWERGRID, No Objection Certificate/ approval from the Competent Authority must be furnished along with the bid or subsequent through clarification.

In case of non-submission of No Objection Certificate/approval of the Competent Authority, as required, we understand that POWERGRID shall deal with such cases as per its Policy and procedures in vogue, which may also result in rejection of our bid. We also confirm that POWERGRID shall be the sole judge in this regard.

We further declare that any misrepresentation or submission of false/forged documents/information in this regard shall be dealt with as per the provisions of the Integrity Pact and/or the Bidding Documents and/or POWERGRID's policy and procedures.

**Date:**

**Printed Name & Designation:**

**Place:**

**Common Seal:**

**Note : The above attachment is required to be submitted along with the bid . However, in case if the bidders does not submit the attachment with bid or submits blank attachment , it will be deemed that no ex-employees of POWERGRID who had retired/ resigned at the level of Chief General Manager and above from POWERGRID is employed by the bidder and evaluation will be done considering the same.**

## Annexure-III

### ATC (ADDITIONAL TERMS & CONDITIONS)

- 1.0 Scope of Contract:** The scope of the contract includes providing on hire, **One (01) no. SUV type vehicle (Scorpio or equivalent models such as Scorpio NZ4 / Scorpio Classic S11/ Scorpio Classic S vehicles) with Driver** as per BOQ (Annexure-I) and other relevant documents of the contract (Annexure-II, III) (all with its sub-annexures, if any).
- 2.0** The quoted price shall be FIRM during the currency of the contract. The quoted price shall be inclusive of all types of taxes, duties, and levies, if applicable.
- 3.0** All the road taxes, insurance, registration fees etc., shall be paid by the contractor at his cost. The contractor is also responsible for taking all the insurance cover for the vehicle, driver and passengers and shall indemnify POWERGRID, of any liability towards accident and any claim for any person authority, on any account of the vehicle deployed. The vehicle deployed shall comply with the latest pollution norms applicable from time to time. The contractor shall provide only comprehensively insured (with occupant's insurances) vehicles to POWERGRID.
- 4.0** Toll Tax, Border Entry fees and parking charges shall be reimbursed by POWERGRID at actual on the submission of documentary evidence.
- 5.0** POWERGRID shall deduct taxes at source as per the rules and issue TDS (Tax Deduction at Source) Certificate to the Contractor.
- 6.0 Driver wages Reimbursement:** Under this contract, driver (under skilled category based on category of operational area) need to be deployed along with the vehicle, holding a valid license for the category of the vehicle. The wage of driver shall be paid by the agency as per central govt/state govt minimum wages whichever is higher prevailing at the place of deployment of vehicle and the same shall be reimbursed by POWERGRID. In the case of revision of minimum wages for the applicable category, the revised wages shall be paid to the driver by the agency and the same may be claimed by the contractor.
- 7.0** If the vehicle is utilised for any work which involves night halt outside the headquarters, night charges @ **₹ 450/- per night** shall be paid. In case the vehicles are run between 20:00 hrs to 06:00 hrs at the place of deployment (i.e. Locally), **₹ 50/- per hour or part** thereof shall be paid by POWERGRID towards the Driver Bhata.
- 8.0** All expenses of the driver like boarding, lodging etc. including conveyance up to POWERGRID premises and back shall be borne/taken care of by the contractor only.
- 9.0 Fuel Reimbursement:** Diesel/petrol charges shall be reimbursed by POWERGRID @ **01 (One) Ltr / 12 kM** as per actual run of the

vehicle and the fuel charges shall be paid at average rate of diesel/petrol (calculated by price on 1<sup>st</sup> and 15th day of each month) for the month. For 4WD/AWD vehicle Diesel/Petrol charges shall be reimbursed by POWERGRID @ 01 (One) Ltr/10kM as per actual run of the vehicle and the fuel charges shall be at average rate of diesel/petrol (calculated by price on 1<sup>st</sup> and 15th day of each month) for the month.

- 10.0** All the expenses towards oil and lubricants, all kind of maintenance and repairs, insurance premium and fee towards licences/ registration , or any statutory taxes shall be borne by the contractor and is included in the contract price.
- 11.0** The Contractor should submit the copies of registration certificate of the vehicle to be deployed, which shall be in the name of the Company/proprietor on whose behalf the vehicle is to be deployed. In case registration of the vehicle is not in the name of bidder, then the Contractor may submit 'Power of Attorney' in his/her name/company for deploying of vehicle on hire basis.
- 12.0** The vehicle offered shall have a valid Taxi Permit issued by the Competent authorities and shall be kept valid for the entire contract period and also for the extended period of the contract, if extended.
- 13.0** The contractor shall bring the vehicle offered along with all original documents pertaining to the vehicle and the original driving license of the driver to be deployed, for verification by POWERGRID at the time of deployment of vehicle. A set of all such documents should also be made available to the Officer-in- Charge on the date of deployment of the vehicle.
- 14.0** The vehicle shall be parked at office locations & shall be available for 24 hrs every day or as per the directions of the Officer-in-Charge. The vehicle must be maintained absolutely in good running condition and 100% availability is to be ensured by the contractor.
- 15.0** The vehicle will normally be required to ply within under the Jurisdiction of Office as specified above. However, the vehicle has to travel out of her state POWERGRID office/site for work. Other State Permit will be taken by the contractor and payment of Permit shall be reimbursed on production of payment receipt in original.
- 16.0** The Contractor shall not use the vehicle for any purpose other than use by POWERGRID, during the currency of the contract. The vehicle will be spared one day in a month for attending regular service and maintenance etc., for which no deductions will be made towards absence from duty. However, the vehicle will be spared for maintenance, on a convenient day (Sunday or Holidays) as per discretion & as decided by the Officer-in-Charge from time to time. The expenditure incurred during such a period shall be borne by the contractor and no reimbursement for diesel/petrol etc. shall be made by POWERGRID.
- 17.0** In case of breakdown or non-availability of the vehicle for any reason other than regular servicing/maintenance, or in case of requisition/seizure of the vehicle by the State/Central administration or any other agency, it will be the responsibility of the contractor of the vehicle to get the vehicle released, till such time, the contractor has to make arrangements for an alternative vehicle immediately, failing which, alter

native vehicle will be engaged by POWERGRID, for the period of absence at the risk and cost of the contractor.

- 18.0** The damage caused, if any, to POWERGRID's property due to the negligence of the driver, shall be made good by the contractor at his risk and cost.
- 19.0** It will be the responsibility of the contractor to ensure that the vehicle is registered as per the Motor Vehicle Act as amended from time to time. The contractor shall ensure the validity of R.C. Book/ Registration, Insurance, Driver's License and any other relevant documents for the entire contract period and also for the extended period of the contract, if extended. The copies of the above shall be available with the driver throughout the contract period.
- 20.0** The contractor is required to maintain a daily logbook (issued by POWERGRID) of the movement of the vehicle under the contract Entry regarding distances covered, for the use of POWERGRID, which shall be made every day in the logbook by the driver and shall be signed by POWERGRID Officials. The same shall be verified by the Officer-in-charge or his authorized representative. All the logbooks shall be handed over to POWERGRID at the end of the contract period or on termination of the contract. The logbook maintained by the contractor shall be recorded daily and the same shall be signed by POWERGRID representative / or Officer-in-charge.
- 21.0** The agency must take prior approval of Engineer In-charge or its Authorized person before appointing the drivers & also bidder must carry out proper verification of drivers before appointment.
- 22.0** Drivers should not be removed from service by the agency after initial appointment without sufficient & valid reason and without permission of Engineer In-charge or its Authorized person. However, POWERGRID reserves the right to remove driver from service at any time during the currency of contract without assigning any reason to successful bidder.
- 23.0 Contract Period:** The contract period shall be **24 (Twenty Four) months** from one month of firm order / LOA or actual date of deployment of vehicle, whichever is earlier. **Further the contract period may be extended up to another 12 months with same terms and conditions and on mutual consent.**
- 24.0 Contract Price:** For all purposes, Contract Price shall be total vehicle charges (excluding GST) as per BOQ.
- 25.0 Payment Terms:** As per Annexure-3a
- 26.0 GENERAL:**
- 26.1** The Contractor shall place into service only good quality Diesel/petrol driven vehicles with posh interiors, noiseless drive and in perfect running condition, as per POWERGRID's requirement. The vehicle shall always be provided with basic fittings/ accessories/ equipment for maximum comfort of passengers. All items shall invariably be in good working condition.
- 26.2** The vehicles shall be kept clean. The wind screen, wiper, door locking mechanisms etc. shall be in good working condition.

- 26.3 All the vehicles shall carry first aid box, Stepney, and toolbox.
- 26.4 The drivers shall always be in uniform and shall be courteous, sober, and never be under the influence of liquor while on duty and shall avoid over speeding or hazardous driving, ensuring safety and comfort of the passengers. The driver should possess all documents viz., driving license, registration certificate, insurance, pollution control certificate etc. Driver should have mobile phone with him.
- 26.5 **Uniform Reimbursement:** The bidder shall provide good quality uniforms to the driver as per the prevailing statutory regulations in deployment. One set of uniforms shall consist of two nos. shirts, two nos. pants, one pair of shoes, two pairs of socks and one no. rain coat. One set shall be issued to the driver at the commencement of the contract, thereafter the next set shall be issued after lapse of 12th month from the previous issue. The reimbursement of **₹3500/- Incl. of GST per year against uniform charges** will be done on submission documentary evidence
- 26.6 The drivers should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and regulations so as to ensure safety of the passengers.
- 26.7 The drivers deployed should possess enough experience, cool temper, decent character, and a valid driving license to drive four-wheeler as on date. The driver of the vehicle shall comply all the instructions of the Officer-in-charge or his authorised representative, from time to time.
- 26.8 The drivers should also have some knowledge of vehicle mechanisms so that he could attend minor repairs and should be well conversant with roads and routes at vehicle deployment office location and adjacent areas.
- 26.9 The party shall fill-up the opening meter reading of the vehicle on logbook in figures duly signed by your authorized representative. The driver shall also fill the meter reading when the user boards the vehicle and also the final meter reading shall be got verified and signed from user of the vehicle by driver.
- 26.10 Tampering with the meter shall be viewed very seriously and may entail cancellation of empanelment of the agency and forfeiture of security deposit. Agencies should ensure proper sealing of milometer. POWERGRID may carry out sudden checks from time to time to ensure calibration/ tampering of milometer.
- 26.11 Compliance of all statutory obligations shall be ensured by the agency. The agency shall indemnify and shall always keep POWERGRID indemnified against any liability falling on POWERGRID due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

26.12 The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the execution of the contract against all claims, demands, proceedings, damage cost, charges, and expenses whatsoever to this respect.

## **Annexure-III-A**

### **1.0 TERMS OF PAYMENT: -**

- 1.1 Payment shall be released to the contractor within 15 days, on submission of bill in proper form and duly verified by Engineer-In-Charge. The bill is to be submitted to the Engineer - In- Charge for verification & certification and payments shall be released by POWERGRID Payment Processing and Facilitation Centre (PP PFC), Bengaluru. Payment shall be made through electronic payment mechanism (e-payment) for which necessary details shall be furnished by the successful bidder within 15 days from the award of the contract.
- a) GST Invoice.
  - b) GEM Contract Acceptance on GEM portal.
  - c) Vehicle logbook verified by officer In-charge.
  - d) Proof of reimbursement of monthly wages in the respective bank account of deployed driver i.e., Payment Statement
  - e) Vendor registration on POWERGRID vendor portal in consultation with Engineer In-Charge ;
  - f) Submission of bill in Bill tracking system.
  - g) Soft Copy of Invoice and GEM contract is to be Uploaded by vendor in POWERGRID Bill Tracking System (BTS).
- 1.2 Monthly payments as per actual run shall be made within 15 days from the date of submission of bills in triplicate to the Officer-in- charge and on due certification by him.
- 1.3 The contractor shall submit the bill, in triplicate, to the Officer-in-Charge along with logbook of tentative month duly signed by the user of the vehicle or his representative of journey. Payments will be released to the agency through account payee cheque on receipt of bill complete in all respects. Payment shall be made within 15 days after the submission of bills and certification of Officer-In- charge. Tax deduction at source (TDS), as applicable, shall be deducted from the bill of agency. Bill having cutting and overwriting shall not be entertained.
- 1.4 Income tax will be deducted at source as per the Income tax act and rules made in thereof from time to time.
- 1.5 All the payments shall be made directly to contractor under the contract by POWERGRID through electronic payment mechanism (e-payment) for which necessary details along

with **PAN No.** and **GST No.** shall be furnished by the party.

- 1.6 TDS as applicable under the Income tax Act, & other taxes/duties/cess/deductions as per applicable law applicable if any shall be deducted at source from the running bills. Any recovery as per contractual terms shall be made by POWERGRID from the bills of the agency. TDS deduction certificate shall be only after filing of TDS return in the due course and as per the Act applicable.
- 1.7 If the contractor is a body corporate and Reverse Charge Mechanism is not applicable GST shall be reimbursed to the contractor against valid GST registration certificate. GST as reimbursed by POWERGRID to the contractor against respective GST invoice/debit note should be deposited to the Govt. in time and a compliance of deposited and timely return filing shall be declared and submitted with next bill/ quarterly as applicable to the contractor for filing of GST return. The GST TDS as applicable shall be deducted from each payment against GST invoices. The GST TDS so deducted will be reflected against the GST number in the GST portal by filing GSTR-07 in due course.
- 1.8 For Reverse Charge Mechanism (RCM), POWERGRID will directly deposit the applicable GST to Govt. of India.
- 1.9 Any recovery as per contractual terms shall be made by POWERGRID from the bills of the agency.
- 1.10 POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment

## **2.0 TAXES and DUTIES:**

If the Contractor is a body corporate and if the Contractor is liable to GST in relation to any supply under this contract, the parties agree that the amount of GST applicable on any supply from the Contractor to the POWERGRID under or in respect of this contract shall be reimbursed by the POWERGRID on actual basis as applicable on the supply by the Contractor in pursuance of the contract. The same would be subject to the following:

- a) Invoice/Debit Note containing particulars specified under GST Act and rules as prescribed by the Government in this regard, shall be considered as appropriate and necessary for t

aking reimbursement of the GST so charged.

- b) In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the POWERGRID shall not be liable to make any payment against such invoice.
- c) The contractor shall also provide the corresponding GST challan form and other requisite document(s) to support that the GST liability has been discharged to the appropriate Government. An invoice wise summary of supply on which GST has been paid through such Challan form and other requisite document(s) shall form part of such challan form or other requisite document(s) for taking reimbursement of the GST charged.
- d) Whereas payment without GST can be claimed without such challan form and requisite document(s).

### **3.0 PAYMENT TRACKING:**

The Contractor may track the status of its bills using POWER GRID's 'On-line Vendor Bill Tracking System.' To use this system the Contractor is required to get itself registered once online at POWERGRID's ERP Portal with the link URL (<https://e-tender.powergrid.in>). Once registered, the Contractor may track status of bills submitted, passed, and paid by POWER GRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

- (a) Once registered, the Contractor can log-in to POWERGRID's Vendor Bill Tracking System with Vendor Log-In ID and Password.
- (b) Bill entry is to be done by the Contractor on POWERGRID's ERP Portal prior to submission of bill. An automated e-mail with unique reference number will be sent to the Contractor, which needs to be printed and attached on top of the corresponding physical bill to be submitted by the Contractor to POWERGRID.

After creation of BTS ID in Bill Tracking System (BTS), the hard copy of the bills along with all enclosures shall be submitted to the following address;

POWERGRID Payment Processing and Facilitation Centre (PPFC),  
Central Receipt section,  
Power Grid Corporation of India Ltd.  
Near RTO Driving Test Track, Singnayakanahalli,  
Yelahanka - Dodaballapur Road, Yelahanka Hobli,  
Bengaluru - 560064 (Karnataka)

BTS ID: \_\_\_\_\_

- (c) The option to attach the soft copies of the documents has been enabled in BTS at <https://vendor.powergrid.in/> . The attachment can be done after creation of BTS ID.
- (d) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor intimating that the physical copy of the bill has been received and is under verification / processing.
- (e) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor.

### **Vendor grievance redressal mechanism:**

Vendors/Contractor/Supplier can submit their grievance(s) under the contract pertaining to post-Award matters broadly under following categories- Payment/ Matter related to Integrity pact & IEMs/Others, through POWERGRID's Vendor Grievance Portal (VGP). Link to access Vendor Grievance Portal (VGP) is given below:

<https://apps.powergrid.in/vendorgrievance/t/login>

### **अस्वीकरण/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. 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.
16. 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.
17. 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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---