

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-02-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-02-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	Custom Bid for Services - Hiring of TSE (Tensioner and puller) Machines
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> • Goods Transport Services - Per MT
अनुबंध अवधि /Contract Period	1 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	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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	456000

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).	13

(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 :

Power Grid Corporation of India Ltd
 POWER GRID Corporation OF INDIA Limited, Southern Region Transmission System-II, Singanayaknahalli,
 Yelahanka, Bangalore 560064.Ministry of Power
 (Power Grid Corporation Of India Ltd)

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

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. 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.
3. 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.
4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BOQ Excel upload - [1767363961.xlsx](#)

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

Project Experience and Qualifying Criteria Requirement:[1767360480.pdf](#)

Scope of Work:[1767360486.pdf](#)

Payment Terms:[1767360494.pdf](#)

Penalties:[1767360514.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1767360521.pdf](#)

GEM Availability Report (GAR):[1767360537.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1767360583.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1767363987.pdf](#)

Custom Bid For Services - Hiring Of TSE (Tensioner And Puller) Machines (1)

तकनीकी विशिष्टियाँ /**Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of TSE (Tensioner and puller) Machines
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addons	

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.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Aladiperumal Ragunayagam	583237,"Power Grid Corporation of India Limited Powergrid Koppal Gadag Transmission Limited, 765/400/220kV Koppal Pooling Station, Lakamanagule Village, Vanagere Post, Bevoor-Yelburga SH Road, Yelburga Taluk, Koppal Dist - 583237	1	N/A

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SPECIAL CONDITIONS OF CONTRACT (SCC)

Rate contract for Hiring 3 nos TSE machines (tensioner and puller) for projects under execution in S R-II region

1.0 **SCOPE OF WORK**

- 1.1 The scope of work includes deployment of TSE machines in SR-2 region as mentioned in BOQ. The work shall be executed, as per direction of Engineer-in-Charge, in accordance with the description in the Bill of Quantity and other tender documents.
- 1.2 All such items which are not specially mentioned but are necessary for successful completion of the work are to be deemed to be included in the scope of the work unless otherwise specifically excluded.
- 1.3 The agency may visit the site and acquaint with all the feature affecting tender.
- 1.4 Machine shall be in perfect working condition. The machine shall be deployed along with responsible & experienced operator for use at POWER GRID TL construction site as per instruction of Engineer In-charge.

- 1.5 TSE machines are required to be deployed in the state of Karnataka (Tentatively at Koppal, Gadag, Bagalkot & Vijayapura Districts) based on requirement as per communication by POWERGRID.
- 1.6 TSE machines are to be mobilized at site within 10 days from date of receipt of confirmation from POWERGRID.
- 1.7 To & Fro transportation of TSE machines to POWERGRID site is in the scope of contractor. The bidder shall include the cost in their quoted price.
- 1.8 Operator for TSE machine shall be deployed by the contractor. The salary, fooding, accommodation etc. of the operator shall be arranged by the contractor. The contractor shall be fully responsible for the conduct of the operator. The total cost towards operator shall be included in the quoted price by the bidder.
- 1.9 Hydra and manpower required for Loading, unloading shall be in POWERGRID scope.
- 1.10 Diesel will be provided by POWERGRID for usage in the TSE machines.
- 1.11 Minimum period of deployment shall be 02 months, beyond which payment will be made on pro rata basis as per actual usage.
- 1.12 The rental period will be calculated based on the following:
 - a) Date of the receipt of the machine at POWERGRID site and the date of communication given by Engineer In-charge for taking back the machine.
2. **Duty Hours:** Duty hours of TSE machines along with its operator shall normally be for 9 hours per day (including lunch period). However, the machine should be made available 24 Hrs. for use of POWERGRID in good condition to meet out any emergency.
3. **Log Book:** The operation performed shall be recorded by the operator in the Log Book issued by Officer-in-Charge and got countersigned by respective officers/authorized representative of POWERGRID who has supervised the machine. The Log Book so maintained is to be produced along with the monthly bill for checking. This logbook shall remain the property of

POWERGRID. The running meter of the machine must always be in running condition.

4. **Break Down of TSE machines:** In case of break-down of TSE machines for more than 02 hours or non-providing of the TSE machines due to any reason whatsoever the Contractor shall have to arrange alternate TSE machine, failing which pro-rata payment will be deducted from his running bill. In addition to above, an amount equal to 25% of one day hiring charges will be recovered for every day absent as penalty. In case the owner fails to provide alternate machine within 7 days of breakdown, POWERGRID may engage alternate machine at the risk and cost of the Contractor which shall be actual cost +15% overhead cost.
6. **Holiday for Maintenance:** The machine shall always be kept absolutely in good running condition & regularly serviced and perfectly maintained by the contractor at his own cost. The Corporation shall allow one day on every two months, generally on Sundays or holidays, for servicing and workshop maintenance of the machine at the discretion of POWERGRID.
7. **Documents:** Party shall provide all necessary papers of operator like experience certificate from any hiring agency or machine manufacturer or construction agency or any reputed agency, Insurance of machine as well as operator etc. as required under Statutory act for engaging the machine with POWERGRID and running the machine for commercial purpose. All taxes and duties under the said act shall be borne by the owner of machine.
8. **Insurance & Taxes:** The machine & operator should have Comprehensive Insurance Cover during entire period of contract. The transit and erection insurance covering the replacement value of the TSE machine will be in the scope of contractor. The cost on this account shall be borne by contractor. The contractor shall be solely responsible for the taxes that may be levied on his persons or earnings of any of his employees and shall hold POWERGRID indemnified and harmless against any claim that may be made against POWERGRID.
9. **Observance of Labour Laws:** Workmen compensation policy should be taken for the operator. The Contractor has to ensure strict compliance of relevant Labour Laws/Motor Vehicle Act. Contractor shall also comply with all the rules and regulations of local authorities. For any violation in this regard, the contractor shall be solely responsible without any liability to POWERGRID.
10. **Damage to Third Party:** Contractor shall be fully responsible and liable for all legal and commercial disputes arising out of any unforeseen major or minor accident and other incidents occurred to the vehicle and POWERGRID in clear term shall not take any responsibility of the accident occurred and the further consequences due to the omission and commission of contractor's operator during the entire period of contract.
- 11 **Consignee: OFFICER-IN-CHARGE**

11.1 TSE machines are required to be deployed in the state of Karnataka (Tentatively at Koppal, Gadag, Bagalkot & Vijayapura Districts) ba

sed on requirement as per communication by POWERGRID.

11.2 The entire scope of work shall be carried out as per the instructions of the Officer-in-Charge and/or his representative.

11.3 The Engineer In-Charge shall be GM(PKGTL), Koppal.

12. **Contract Period:** The contract period is for 01 years.

Time is the essence of contract. TSE machines are to be mobilized at site within 10 days from date of receipt of confirmation from POWERGRID.

Rates quoted by the bidder shall be kept firm for a period of 01 years from the date of NOA/LOA.

13 **Terms Of Payment:** The payment to the Contractor under the Contract will be made by the owner as per the guidelines and conditions specified hereunder.

All the payments shall be released by PPPFC Bengaluru. No Initial Advance shall be paid to the contractor.

The payment shall be made as per the following:

i. 100% Payment shall be released on monthly basis upon submission of invoice on pro rata basis.

ii. The bills are to be certified by Engineer In-charge of the respective location where the TSE machine has been used.

Payment of Taxes and Duties

GST shall be reimbursed along with progressive payment. All GST payment shall be against GST Invoices/Debit notes raised by the Contractor as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Contractor fails to provide the Invoice/Debit note 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/Debit note. Payment towards taxes & duties shall be released by the POWERGRID directly to the Contractor.

The TDS on GST, as applicable, shall be deducted from each payment against GST invoices. The TDS on GST, so deducted will be reflected against the GST number in the GST portal by filing GSTR-07 in due course.

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14 **Quantity Variation:** During the execution of the Contract, POWERGRID reserves the right to increase or decrease the quantity of item under the contract but without any change in unit price or other terms and conditions. Such variations shall not be subject to any limitation for the individual items, however, the total variation in all such items under the c

Contract shall be limited to plus or minus 25 % (Twenty Five Percent) of the contract price.

15. **Extensions:** Considering the performance of the contractor during contract period and if found satisfactory POWERGRID may extend the contract for another subsequent year with same terms and conditions of contract with acceptance of vendor.

16 **ePBG/Security Deposit:** CPG of 5% (of the contract price Excluding GST) as per GEM bid shall be applicable for the subject package.

(i) As a security towards satisfactory performance of the Contract, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee, within 28 days of the award, from (a) Public Sector Bank or (b) a scheduled commercial Private Indian Banks (list of banks as below, in favour of the Owner within 15 days from the date of Letter/Notice of award. The guarantee amount shall be equal to five percent (5%) of the contract price (Excl GST), and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in the documents. The guarantee shall be valid up to (30) days after the end of Contract completion period. The guarantee amount shall be encashed by the Owner without any condition whatsoever, in the event of defects or deficiencies which come up during the validity of the Contract period.

(ii) The Bank Guarantee for performance security is to be provided by the Contractor, which should be issued either:

(a) by a Public Sector Bank located in India or

(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or

(c) by a foreign Bank or a subsidiary of a foreign Bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India or (ii) a scheduled commercial private bank located in India as per para (b) above.

(iii) CPG shall be returned to the Contractor on successful completion of the works under the Contract after Thirty (30) days after the end of contract completion period. The Bid Guarantee/ EMD furnished with the bid shall be returned to the Contractor after acceptance of CPG by POWERGRID.

(iv) Mode of submission of CPG shall be as per GEM GTC

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, Supplier 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 Supplier 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 (Excl GST).

CPG/The amount withheld towards the same will not earn any interest, whatsoever the period detained

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

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

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17 Forfeiture of Security Deposit: In case the contractor fails to carry out the work or perform or observe any of the conditions of the contract, the SECURITY DEPOSIT shall be forfeited, without prejudice to any other right or remedy of POWERGRID to which it is entitled.

18 Force Majeure

- a. Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Employer as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, acts of any Govt. domestic or foreign, wars (declared or undeclared), priorities, quarantines, embargoes. Provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes along with proof thereof.
- b. The Contractor or the Employer shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and or defined above. The date of completion of delivery as provided in the purchase order shall be extended by a reasonable

time unless the parties agree upon other courses of action.

- 19 Cancellation: The owner (POWERGRID) reserves the right to cancel the unexecuted portion of purchase order either wholly or in part by giving reasonable advance notice.

20. NON RESPONSIVE BIDS:

In additions to other conditions, the bids shall be considered non responsive as detailed below:

Firms, 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:

Sl No.	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	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
4	More than 25% of the Contract price (awarded value), in aggregate, is paid to subcontractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year
5	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process

Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as termination.

*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.

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.

In accordance with above policy of POWERGRID, in case of triggering of any of the above events in this contract, the bid of the Contractor in future tenders shall be dealt in line with the above policy or its subsequent amendments, If any.

21. EMD/ EMD Exemption: The amount of EMD shall be as indicated in the GEM bid. EMD Exemptions shall be as per GEM GTC.

22. LOCAL CONTENT /MII REQUIREMENTS: The subject bid is reserved for class-I Local suppliers with Local content of 100%

22. Rest other Terms and conditions shall be as per GEM GTC

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 कार्यवाई 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---