

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 15:30:00
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	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Mahindra Bolero, Mahindra Scorpio, Mahindra Marazzo; 2021; 50,000-75000 kms; A/C; 12
अनुबंध अवधि /Contract Period	3 Month(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) *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 दस्तावेजों 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?	No
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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	243601
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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Limited Tender

Limited Tender Applicable	Yes
Reason	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated.
List of Seller Organization for participation	Sharda Tours & Travels, GANESH HIWARKAR TOURS & TRAVELS, ENERGENIX SERVICES, manthan tour s & travels

1. 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.

2. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

जीएसटी की धारा 9(3)|/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3) | / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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

BOQ - [1770112381.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work:[1770112389.pdf](#)

Payment terms:[1770112395.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
07-02-2026 14:00:00	POWERGRID NAGPUR

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Mahindra Bolero, Mahindra Scorpio, Mahindra Marazzo; 2021; 50,000-75000 Kms; A/C; 12 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car	Mahindra Bolero , Mahindra Scorpio , Mahindra Marazzo
Year of Vehicle Model	2021

विवरण/ Specification	मूल्य/ Values
Vintage in KM	50,000-75000 kms
Air Conditioning	A/C
Engagement Hours per Day	12
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
एडऑन /Addon(s)	

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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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

अतिरिक्त विशिष्ट 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	Terala Chakradhar Rao	442101,"POWERGRID CORPORATION OF INDIA LIMITED, 765/400/220 kV Sub Station, Wardha, Plot No. D-1, MIDC Area, Deoli, Dist: Wardha, Maharashtra-442101	1	<ul style="list-style-type: none"> Estimated KMs to be traveled in a month : 4500 Duration in Months within the Contract Period : 3

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. **Purchase Preference (Centre)**

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 100% of total value.

3. **Purchase Preference (Centre)**

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ATC Clause for “Hiring one temporary vehicle for 03 months through the LTE bidding mode on the GeM portal, for resolving ROW issues, ensuring site preparation, monitoring and following up on crop compensation assessment and payment, for the work of replacing insulators, providing additional earthing, and strengthening towers under the Wardh a TLM”.

1. **Bidders have to quote “Vehicle hiring charge per month incl. GST**

” which should be inclusive of driver charges based on the applicable minimum wages. Cost of diesel shall be reimbursed at the rate of 12km/litre. Bidders may go through enclosed BOQ for reference.

Bidders would be treated as Non Responsive/shall Disqualified financially if

a. The quoted Vehicle hiring charge per month inclusive of driver charges is less than applicable minimum wages of driver

b. The bidders fail to justify the deliver the contract at the offered price in Further price justification raised in GeM.

- 2. If there is mismatch between GeM Quoted price and price break up uploaded by the bidders, GeM Quoted price will be considered for price evaluation**
3. The vehicle should be registered & insured under commercial vehicle category .
4. The vehicle should be deployed in consultation with Engineer-in-Charge.
5. **Total One (01) No. of Diesel Vehicle(SUV) .**
- 6.
7. Vehicle Parking: The vehicles are required to be parked in the premises of Power Grid Corporation of India Limited Nagpur as per the directions of Engineer-in-charge. Detail Adress is as follows
- 8. Wardha Substation, PowerGrid Corporation of India Ltd. , Plot No. D-1 , MIDC Area , Deoli , Distt-Wardha-442 101 - Maharastra The Vehicle must be purchased in the party’s name. Vehicle purchased in third party name will not be accepted by POWERGRID.**

9. Period of contract/Extension:

The Contract will be initially awarded for the Period of 03 (Three) Months.

The Contract may be extended at POWERGRID’s discretion for further period of 03(Three)

e) Month subject to satisfactory performance of the contractor and further requirements of POWERGRID on same rate, terms & conditions.

Notwithstanding anything contained herein before POWERGRID shall have the right to terminate the contract by giving 24 (Twenty Fours) hours' notice without assigning any reason whatsoever.

10. **The vehicle should be 2022 or higher vehicle.** The vehicle to be provided by the contractor should always be kept fit duly repaired and maintained with full tank of fuel. The vehicle shall be covered under comprehensive insurance during entire period of contract, which shall be borne by contractor at his own cost.

11. Estimated Km running and Hrs per day=4500 KM per month.

12. Reimbursement of normal diesel will only be made irrespective of type of diesel used i.e. whether it is high speed diesel or normal diesel. If in case high speed diesel is used instead of normal diesel and bill is enclosed accordingly, then also reimbursement will be restricted to rate of normal diesel available in nearby area.

Bidders have to quote "Vehicle hiring charge per month incl. GST" which should be inclusive of driver charges based on the applicable minimum wages. Cost of diesel shall be reimbursed at the rate of 12km/litre. Bidders may go through enclosed BOQ for reference.

Night halt charges shall be reimbursed @ Rs 350 per night halt & TOLL Taxes/Parking Charges as per actual.

13. Following documents has been uploaded in the GeM bid-

Sln	Document name in GeM bid	Documents details
1	Scope of work	Scope of work
2	Payment terms	Payment terms
3	BOQ (Attached at ATC Document)	Price Schedule / Bill of Quantities (for reference)

14. Bidders should go through the bidding document to ascertain their scope of work and quote their prices accordingly.

15. **The monthly running of vehicle indicated in GeM bid is indicative only and monthly running of vehicle shall be as per buyer's requirement & maybe above or below the mentioned value.** Vehicle hiring charges quoted by bidder shall be fixed throughout the contract irrespective of monthly running of vehicle. However, contractor shall be reimbursed the difference amount on the account of change in the minimum wages.

16. Minimum wages of driver shall be revised based on the notification of by Chief Labour Commissioner (Central) of M/o Labour & Employment.
17. Bidder has to provide **(i.e, this detailed price breakup of BOQ attached in Buyer Added Bid Specific against GeM Bid shall be requested from the L1 seller before the placement of award)** breakup of quoted price in the format provided in BOQ along with the GST.
18. **CONTRACT PRICE:** The successful bidder shall be paid firm rate towards hire charges of the vehicle as per GeM Contract. The hire charges of vehicle will be on **"FIRM PRICE BASIS"** without any escalation on any account whatsoever it may be.
19. Cost Estimate indicated in Bid includes Driver wages for Skilled **(Minimum Wages taken as per MLE order no.92(01)/2017-MWA dtd. 21/02/2025 FOR the Area)** including 6.5% overhead charges + Hiring charges (including Uniform Charges) + GST for entire contract period. Detailed break up for Driver wages are as per attached **BOQ**.
20. **The vehicle to be deployed must be GPS enabled.**
21. The contractor shall comply with all labour laws and statutory provisions like P F, ESI, workman compensation policy etc. applicable from time to time during the contract period and the extended period of the contract, if extended.

22. Earnest Money Deposit (EMD)/Bid Security:

- ~~a) The tender shall be accompanied by Earnest Money of **Rs. 32,000/-**. The Bidder shall furnish, except as exempted as per Clause (b) as mentioned below and exemption as per GEM General terms and condition 4, xiii (m), as part of its bid, a bid security in the amount and currency as stipulated.~~
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- ~~i) Alternatively if the bid security is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment towards bid security the bidder shall choose segment as "Suppliers" and fill the details as follows:~~

Payment category	EMD
Sub-category	EMD for WR-1
Name of depositor	Name of the Bidder
Vendor code ,if applicable	POWERGRID Vendor code if existing

Payment remarks

EMD (Bid security) for(enter the name of the package)

~~The copy of "Online Payment Acknowledgement-Suppliers" generated subsequent to the payment shall be submitted along with hard copy part of bid. The online payment facility shall be for payment in Indian Rupees only.~~

~~(ii) As per Sl. No. 4, xiii (m) General Terms and Conditions on GeM, the Bidder shall upload the scanned copy of Bid security (if opting in the form of BG, demand draft) in the online Bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.~~

- b) Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fees towards the cost of Bidding Document as per the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notification issued from time to time for such enterprise. **This shall be subject to submission/Uploading of 'Udyam Registration Certificate' with regard to registration with Authority mentioned above in accordance with relevant notifications/orders.**
- c) Tenders not accompanied with the EMD/Valid Exemption Certificate issued by concerned authority shall be liable for rejection.
- d) No interest shall be payable by the Purchaser on the above Bid Security.
- e) Those MSE Bidders (based on the documents submitted in the Bid) who have not claimed "EMD exemption" in GeM for the specific package, EMD exemption benefits shall not be extended as per the GeM procedures/policies.
- f) ~~**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.~~

~~**23. Contract Performance Guarantee/Security Deposit:**~~

a) ~~Alternatively, if the performance security is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergridindia.com. While making such online payment towards performance security, the bidder shall choose segment as "Suppliers" and fill the details as follows:~~

Payment category	Performance Security
Sub-category	Performance Security for WR-1
Name of depositor	Name of the Contractor
Vendor code ,if applicable	POWERGRID Vendor code if existing
Payment remarks	Performance Security for(enter the name of the contract & contract No)

b) ~~The copy of "Online Payment Acknowledgement Suppliers" generated subsequent to the payment shall be submitted by the contractor. The online payment facility shall be for payment in Indian Rupees only.~~

c) ~~Security Deposit/CPG will be returned to the contractor after successful completion of contract period.~~

d) ~~EMD (if any) of the successful bidder is being released only after submission of CPG/ SD and acceptance in Finance.~~

e) ~~No interest shall be payable against Security Deposit/CPG.~~

f) ~~**Forfeiture of Security Deposit/CPG:** In case the successful bidder fails to carry out the subject work or fails to follow any of the conditions of the subject contract, the security deposit/CPG shall be forfeited without prejudice to any other right or remedy of POWERGRID to which it is entitled.~~

24. OFFICER-IN-CHARGE:-

The deployment of vehicle & execution of the contract shall be carried out as per the instructions of the Officer-in-Charge mentioned below or his authorized representative:-

Wardha Substation,

PowerGrid Corporation of India Ltd. ,

Plot No. D-1 , MIDC Area ,

Deoli , Distt-Wardha-442 101 - Maharastra

25. "In case of default, the bids received/submitted/ uploaded by you shall be considered nonresponsive /not eligible for a period of 1 (One) year reckoned from the date of issuance of the termination letter by POWERGRID".

26. Payment Tracking

The Contractor/Service Provider may track the status of its bills using POWERGRID'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://etender.powergrid.in>). Once registered, the Contractor/ Service Provider may track status of bills submitted, passed and paid by POWERGRID'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/ Service Provider 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/ Service Provider on POWERGRID'S ERP Portal prior to submission of bill. An automated e-mail with unique reference number will be sent to the Contractor/ Service Provider, which needs to be printed and attached on top of the corresponding physical bill to be submitted by the Contractor/Service Provider to POWERGRID.
- c) 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/ Service Provider intimating that the physical copy of the bill has been received and is under verification / processing.
- d) 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/ Service Provider.

27. The bills are required to be submitted to the respective Engineer-in-Charge/Consignee for verification and processing. 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 instead of sending to officer-in-charge.

POWERGRID Payment Processing and Facilitation Center (PPFPC),
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: _____ (it will be auto generate by system at the time of bill submission)

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.

28. 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.

29. 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.*

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.

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.

30. MSE PURCHASE PREFERENCE

23.1 If a bidder is a MSE (based on the documents submitted in the Bid) but has not claimed for "MSE Purchase Preference" in GeM for the specific package, MSE purchase preference shall not be extended as illustrated below:

MSE Bidder is not L1

In case an MSE Bidder (based on the documents submitted in the Bid) is not a LI Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers the same as Non MSE Bidder and the GeM algorithm does not send request to the bidder for matching the prices. Accordingly, purchase preference shall not be extended to such MSE Bidders as per the GeM procedures/policies.

- 23.2 If a bidder is a MSE (based on the documents submitted in the Bid) but has not claimed for "MSE Purchase Preference" in GeM for the specific package, MSE purchase preference shall not be extended as illustrated below:

MSE Bidder is L1

In case an MSE Bidder (based on the documents submitted in the Bid) is LI Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers the Bidder as Non MSE Bidder and mandatorily gives option to send price match request to other eligible MSE bidders (falling within %15 of L-1 bidder). Based on the outcome of the price matching, LI Bidder is displayed in the Portal for POWERGRID to take a decision on whom to award the package. In such a case, the Bidder shall be treated as Non-MSE bidder as per the GeM procedures/policies.

7. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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---