बिड संख्या/Bid Number: GEM/2026/B/8031403
दिनांक /Dated: 03-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-12-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-12-2026 11:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :saroj.mishra@powergrid.in Buyer Email id: buyer470.pgcil.wb@gembuyer.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; As per Scope of Work; Outstation 24*7
अनुबंध अवधि /Contract Period	3 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) *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?	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

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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Payment Timelines	Payments shall be made to the Seller within **15** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	61000

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).	39

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
POWER GRID CORPORATION OF INDIA LIMITED, ER-II
CF-17, ACTION AREA-1C, NEW TOWN, KOLKATA-700156
(Power Grid Corporation Of India Limited)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to

match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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.

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

Price schedule - 1792665487.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in States: Sikkim

Scope of Work:1789203286.pdf

Monthly Basis Cab & Taxi Hiring Services - MUV; As Per Scope Of Work; Outstation 24*7 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Isuzu S-Cab , Toyota Hilux
Usage Variant	As per Scope of Work
Type of Service	Outstation 24*7
Year of Vehicle Model	2026
Km Travelled	Ex Showroom
Air Conditioning Requirement	A/C
Area of Operation	Hilly Areas
Fuel Type	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	Yes

प्राचल/Parameter	मूल्य/Values

प्राचल/Parameter	मूल्य/Values
कोर / Core	57732

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	Sandeep Kumar	737132,POWERGRID CORPORATION OF INDIA LTD, Powergrid Rangpo Substation, Samardung, PO : Mamring, Rangpo, South Sikkim, Sikkim-737132	1	• Duration in Months for which service is required : 36

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

1. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   NAME OF PACKAGE:

   Hiring of 01 (One) no. brand new utility vehicle Bolero Camper or Equivalent or Higher Model with driver on Monthly basis for a period of 03 years for Patrolling & Maintenance of the Transmission Lines under the jurisdiction of Rangpo TLM office. POWERGRID.

   SPECIFICATION NO.: ER2/NT/S-VHCLE/DOM/E00/26/12872

   Bid Specific Additional Terms and Conditions (ATC)

   The following bid specific data shall amend and/or supplement the provisions in the GTC/SLA.

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA
1.	GTC Clause 2 (f)	**Supplementing GTC Clause 2(f) with the following:** Buyer shall also mean POWERGRID/Employer/Owner.

<table>
<tr><td>2.</td><td>GTC Clause 2.0</td><td>Insert following after GTC 2.0(n)

o. “Officer-in-Charge / Engineer-in-Charge/ Single Point of Contact (SPOC)” shall mean the Engineer/Officer/ Administrative Officer, appointed by the Buyer or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.

Engineer-In-Charge:

I/c (Rangpo Sub Station)/ER-II

POWERGRID CORPORATION OF INDIA LIMITED

Or, his authorized representative</td></tr>
<tr><td>3.</td><td>GTC clause 4.0, xiii(g)</td><td>Supplementing GTC Clause 4.0 xiii(f) i.

Bid offer validity shall be 180 days from the date of Bid opening.</td></tr>
<tr><td>4.</td><td>GTC clause 4.0, xiii(g)</td><td>Supplementing GTC clause 4.0, xiii(g) with the following:

(a) This Invitation for Bids, issued by the Employer is open to individuals as well as Indian Companies, partnership firms and proprietorship firms registered and incorporated in India as per Companies Act, 1956, barring those bidders with whom business is banned by the Employer.

(b) The bidder has to be a ‘Class-I/Class-II local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 19/07/2024 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/amendments, if any.
Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50% and ‘Class-II local supplier’ is minimum 20%.
Firms who are not ‘Class-I/Class-II local supplier’ shall not be eligible to bid.
Any false declaration regarding Local Content by the bidder shall be a transgression of Code of Integrity in Public procurement and action shall be taken in line with provisions of the Code of Integrity in Public procurement and in line with the provisions of the PPP-MII Order.

(c) POWERGRID has a policy on Assessment of performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of a bidder based on events (pre-defined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVs under TBCB) shall also be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/not eligible for a period of one year reckoned from the date of issuance of letter to such effect. As per this Policy, pre-defined events are as below

<table>
<tr><td>S. N.</td><td>Event</td><td>Period for which bid(s) shall be considered as non-responsive/ not eligible</td></tr>
<tr><td>1.</td><td>Termination of Contract due to Contractor’s default</td><td>1 year</td></tr>
<tr><td>2.</td><td>Encashment of CPG due to non-performance</td><td>1 year</td></tr>
</table>
</td></tr>
</table>

3.	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

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 any of the above events under 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.

(d) Bidders are required to meet the Qualification Requirements(QR)/Shortlisting Criteria in accordance with Annexure-QR/Shortlisting Criteria attached with this document and have to furnish the details in support of Qualification Requirements (QR)/ Shortlisting Criteria. Further, bidders are also required to submit documentary evidence in support of QR/Shortlisting Criteria.

(e) Bidder shall have to fill and upload the following forms along with their bid:

i. Bid Security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security.

ii. Bidder Information ***(Refer Bid forms)***

iii. Information regarding Ex-Employees of POWERGRID in our organization (***Refer Form No. 1***).

iv. Affidavit of Self certification regarding **Minimum Local Content** in line with PPP-MII order, to be submitted on the letterhead of the firm (***Refer Form No. 2***)

v. Declaration by the bidder for 'Code of Integrity for Public procurement'(***Refer Form No. 3***).

vi. Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy (***Refer Form No. 4***)

(f) 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 not more than 02 working days' 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.

Address of the Employer/Buyer:

Power Grid Corporation of India Limited,

Easter Region Transmission system-II

CF-17, ACTION AREA-IC, NEW TOWN,

RAJARHAT, KOLKATA – 700 156.

Tel no. 033-23242847, 9709316005.

EmailAddress:Rajmangal599@powergrid.in, er2cnm@powergrid.in

5.0	GTC clause 4.0, xiii(m)	**Supplementing GTC clause 4.0, xiii(m) with the following:** 1.0 The Bidder shall furnish, as part of its bid, a bid security of amount **Rs. 61,000/-** in the form of a BG/crossed bank draft/pay orders/Fixed Deposit Receipt/ Insurance Surety bond/banks certified cheque in favour of Purchaser i.e. **"POWER GRID CORPORATION OF INDIA LIMITED"** payable at **KOLKATA.** – 2.0 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 Payment- ER2
Name of depositor	Name of the Bidder
Vendor code ,if applicable	POWERGRID Vendor code of the bidder, if existing
Payment remarks	EMD (Bid security) for *Hiring of 01 (One) no. brand new utility vehicle Bolero Camper or Equivalent or Higher Model with driver on Monthly basis for a period of 03 years for Patrolling & Maintenance of the Transmission Lines under the jurisdiction of Rangpo TLM office. POWERGRID*

The copy of "Online Payment Acknowledgement-Suppliers" generated subsequent to the payment shall be uploaded against EMD and hard copy shall be submitted to purchaser at the address specified. The online payment facility shall be for payment in Indian Rupees only.

3.0 The exemption to the MSE bidders shall be irrespective of EMD claim exemption sought by the Bidder on GeM portal Further, MSEs having major activity categorized as TRADING in UDYAM Certificate, are not entitled for exemption from submission of EMD.

4.0 Any bid not accompanied by bid security or Online Payment Acknowledgement towards Bid Security or applicable documentary evidence in support of exemption of Bid Security shall be rejected by the Purchaser as being nonresponsive.

5.0 No interest shall be payable by the Purchaser on the above Bid Security.

6.0	GTC clause 6 .0 (ii)	**Supplementing GTC clause 6.0(ii) with the following:** **(a) Detailed Evaluation Criteria is as following:** **Bids for hiring of vehicles are being invited based on A + B + C model**, Where '**A' is monthly wage of the Driver as per Minimum Wages** criteria of Central Govt/ State Govt(whichever is higher) as per notified minimum wages circular on Dt **30/09/2026** plus statutory expenses to be incurred on EPF, EDLI, Admin. Charges, ESI and bonus as illustrated at **Annexure-1** of **Price_Schedule** which is **Rs. 25,718/month**. '**B' is fixed monthly Vehicle rental Charges** and '**C' is monthly Fuel Consumption Charges** which is **Rs. 29,265** /- considering diesel rate as **Rs. 97.55/litre** prevailing on Dt. **01/08/2026** with tentative running of 3000 KM /Month and Fuel consumption mileage as **10 KMs per litre** **Bidders are requested to quote total monthly charges for vehicle hiring considering driver charges in skilled category (as per component A above), cost towards fixed monthly vehicle rental (Component B) and cost towards fuel charges (as per component C above).** A minimum floor price of **Rs. 57,732/- including GST@5%** considering pre-specified cost of components **A and C** as above has been kept. **The differential between Bidder's quoted price and the minimum floor price shall be towards component B i.e. fixed monthly vehicle rental charges**. **(b) Bidders are requested to quote the price in GeM portal itself.** 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 technical bid will be rejected.** **(c) Bidders are required to quote total charges including GST.** *Where the Bidder does not charge GST under Forward Charge Mechanism (FCM) and GST is applicable under Reverse Charge Mechanism (RCM), the applicable GST under RCM shall be considered and added to the quoted price for bid evaluation purposes only.* ***Further, the Financial Document indicating detailed price break-up shall be obtained from the bidder to ascertain the applicable GST structure and mechanism (FCM/RCM) for evaluation and compliance purposes.*** ***FORMAT FOR FURNISHING PRICE REAKUP IS ATTACHED WITH GEM BID UNDER SECTION EXCEL UPLOAD REQUIRED as "Price_Schedule"***

	7.0	GTC Clause 7 (ii)	**Supplementing the referred provision of GTC with the following:** I) As a Performance Security towards satisfactory execution of the Contract, the S ervice Provider, within 28 days of award of Contract on GeM, shall submit a Contr act Performance Guarantee (CPG) in the amount equivalent to 5% (five percent) o f the Contract Price with a validity up to 90 days beyond the Completion period as per the Contract. The performance security shall, at the Service Provider's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer/Ow ner or in the Form of unconditional Bank Guarantee/ Insurance Surety Bond attac hed hereto. Alternatively, if performance security is to be submitted in favor of POWERGRID, the same can be submitted as online payment th rough POWERGRID ONLINE PAYMENT UTILITY- https://epay.power grid.in , a link of which is provided on the POWERGRID website w ww.powergrid.in. While making online payment towards perform ance security, the Service Provider shall choose Segment as "Sup pliers" and fill in details as follows: The copy of 'Online Payment Acknowledgement – Suppliers' gene rated subsequent to the payment shall be submitted by the Servi ce Provider. The online payment facility shall be for payment in I ndian Rupees only. **Alternatively,** in place of submission of Contract Performance Guarantee, Secur ity Deposit shall be deducted @05% of total monthly vehicle hiring charges (A+B +C) (Incl GST) throughout the contract period. In this case, the earnest money, if any, submitted by the Service Provider along with the bid/ tender shall be treate d as Initial Security Deposit. The total CPG/SD amount shall be returned to the Contractor, without any interes t, after successful completion of the entire contract period, including extension, if

Payment Categ ory	Performance Security
Sub-category	Performance Security Payment– ER2
Name of Depos itor	Name of the Service Provider
Vendor Code, if applicable	POWERGRID vendor code of the Service Pr ovider, if existing
Payment Rema rks	Performance Security for ..... [*enter the name of the contract and last four digi ts of the Contract number]*

any. In case the contractor fails to satisfactorily execute the contract, the SD/CPG and any unpaid amount shall be forfeited/encashed.

II) The Bank Guarantee for Performance Security should be issue d either:

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

(b) a scheduled Indian Bank having paid up capital (net of any ac cumulated losses) of Rs. 1,000 Million or above (the latest an nual 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, acceptab le to the Employer, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equiv alent by a reputed rating agency. Further, the Bank Guarante e should be confirmed by either (i) its corresponding bank loc ated in India; or (ii) a Public Sector Bank located in India; or (i ii) a scheduled commercial private bank located in India as p er para (b) above.

III) The Service Provider has the option to submit BG towards Perf ormance Security using SFMS Platform.

The Account details of POWERGRID for the purpose of Bank Guar antee (towards Performance Security) to be issued using SFMS Pl atform are as given below:

Name of the Bank and Addr ess	IFSC Code	POWERGRID Current A/c N o.
State Bank of India, 4th & 5th Floor, Parsvnath Capital Towe r, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001	SBIN001731 3	1081360867 0
ICICI Bank, Unit No. 01, Solit aire Plaza, DLF Phase III, M.G. Road, Gurugram	ICIC0002451	0007050027 02

		Note: Any one of the above account details can be used for the is suance of Bank Guarantee using SFMS Platform. In case of Bank Guarantee verification through SFMS facility of ICI CI Bank, the applicant has to provide a unique identifier of POWE RGRID to the issuing bank. This unique identifier needs to be inco rporated by the issuing bank in Field 7037of the IFIN 760 COV/ IFI N 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846. In addition to the above, the Bank Guarantee should be submitte d in the Physical form. IV) The Insurance Surety Bond shall be from an Insurer as per gui delines issued by Insurance Regulatory and Development Authori ty of India (IRDAI).
8.0	GTC clause 1 2, TERMS OF PAYMENT	**Refer SLA 6.1-*Payment Terms and Conditions***
9.0	GTC Clause 14.0	**Supplementing the referred provision of GTC with the following:** **DURATION OF CONTRACT** The contract shall be initially for a period of **03 (Three) years** w.e.f. the date of a ward of Contract, which may be extended for a further period of **01 (One) Year** o n the same rate, terms and conditions at the sole discretion of POWERGRID.
10.0	GTC clause 1 5.0 (iii)s	**Replacing GTC clause 15.0 (iii) with the following:** Liquidated Damages shall be applicable as per SLA Clause 7.0.

11.0	GTC clause 16	**Replace GTC clause 16. a) and b) with the following:** a) In the event of any conflict or dispute arising out of or in connection with the Contract, whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation. b) If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute shall be referred to Arbitration. i) The arbitration shall be conducted by a sole arbitrator. The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. ii) In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the Service Provider shall within the period of further 30 days select any one person to act as “Sole Arbitrator”, which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings. iii) In case of invocation of arbitration by the Service Provider, the Service Provider shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID’s website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as “Sole Arbitrator”, which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings. iv) 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. v) 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 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. vi) The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. vii) 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. viii) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

12.0	SLA (*4.2- SCOPE OF SERVICES*)	**Supplementing the referred section of SLA with the following:** The scope of the Package is Hiring of Vehicles (**Bolero Camper or Equivalent or Higher Model**) on monthly basis with Drivers and fuel (DIESEL) for local and outstation travel of employees. The requirement for the vehicles to be deployed and other obligations of the Service Provider are elaborated at Clause 5.2 of SLA (Service Provider Obligations). **Further detailed Scope of Work has been attached with the GeM Bid under section Scope of Work.**
13.0	SLA (4.4- *Scope of Service*)	**Replacing SLA 4.4 with the following**: The payment for extra duty hours will be governed by the Payment terms as brought out at SLA 6.1.
14.0	SLA (5.1- *Buyer Obligation*)	5.1.3 and 5.1.4 Deleted 5.1.9- Refer 6.1 2) for Price Adjustment clause.

	15.0	SLA (5.2-*Service Provider Obligations*)	**Supplementing the referred section of SLA with the following:** 5.2.15 The Service Provider shall indemnify the POWERGRID against any payment to be made under and for observance of the various applicable laws & rules. If POWERGRID is held liable as “Employer” or “Principal Employer” to pay compensation/ contribution etc. under any Act or Court decision in respect of the employees of the Service Provider, then the Service Provider shall reimburse the amounts of such compensation / contribution so paid by POWERGRID. **5.2.16 Insurance:** It shall be the responsibility of the Agency to take all necessary insurance(s) and to lodge and settle the claim with the underwriters. POWERGRID shall not bear any liability on this account. The Agency shall also be responsible for safety of all personnel deployed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of driver during the execution of contract. POWERGRID shall bear no liability whatsoever towards any violations by the Agency in this regard. The Service Provider shall be required to obtain ESI code from the concerned authority, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID. The Service Provider shall ensure that the personnel/workmen deployed are issued ESI cards by the prescribed authorities. In case, the area is not notified under ESI, or the Service Provider is not eligible to get ESI registration due to the number of personnel deployed being below the stipulated minimum, or ESI becomes inapplicable for personnel(s) due to wage ceiling, then, in lieu of ESI, the Service Provider shall obtain Employee Compensation Insurance Policy as per the Employee’s Compensation Act 1923 applicable on PAN India basis and an additional Mediclaim Policy for contract labour and his/her dependent family members for sum assured of Rs. 5 lakh shall be allowed for all the personnel deployed by them for this contract, which shall be renewed by the Service Provider, as and when required, till the expiry of the contract. Further, the Service Provider personnel shall be extended the benefit of “The Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJBY) and Pradhan Mantri Suaksha Bima Yojana(PMSBY). The premium paid by the Service Provider for such policies shall be reimbursed by POWERGRID. The Service Provider shall also obtain from his underwriter of such insurance waiver of subrogation in favour of the Buyer and produce proof of such insurance within a reasonable time from the date of award of Contract.
	16.0	SLA (6.1-*Payment Terms and Conditions*	**Supplementing the referred section of SLA with the following:** _ **1.0 TERMS OF PAYMENT:** The payment towards monthly Vehicle Hiring Charges shall be done as per A+B+C model where, ‘A’ is monthly wage of the Driver as per Minimum Wages criteria of Central Govt/ State Govt (whichever is higher) as per applicable notified minimum wages circular plus expenditure incurred on statutory requirements viz. EPF, EDLI, Admin Charges, ESI and Bonus. ‘B’ is fixed monthly Vehicle rental Charges and

‘C’ is monthly Fuel Consumption Charges considering diesel rates prevailing on 15 th day of each calendar month and Fuel consumption mileage as **10 KMs per litre** based on actual running of the vehicle

Apart from above, other charges e.g. Overtime Charges, Night Charges for both Outstation as well as Local travel, Uniform charges shall be paid extra, as hereunder

i) **Overtime Charges**: The duty hours of driver should normally be 10 hours, i.e., from 0900hours to 1900hours (may be modified as per bid requirements). Duty Hours may vary depending upon POWERGRID requirements. Beyond normal duty hours, charges for extra time / overtime (OT) will be paid. Charges for Extra Time /overtime(OT) beyond 10 hours (per hour per day) shall be twice the normal rate of Minimum wages, in line with Section 14 of Code on Wages 2019.

ii) **Night Charges:** Night charges for Outstation Journey shall be reimbursed @₹500.00 per night for Class-X city, @₹400.00 per night for Class-Y city & @₹300.00 per night for Class-Z & other cities. Night stay charges for vehicles deployed on local travel basis shall be @₹200.00 per night.

Night stay charges shall be paid only if the vehicle is kept beyond 12:00 midnight and shall be in addition to the overtime charges. Classification of Class X(Metro Cities), Class Y(State Capital Cities) & Class Z(Other cities) shall be as per applicable POWERGRID norms.

iii) **Uniform Charges:** Charges for maintenance and upkeep of Rs.3,500.00 (inclusive of GST) per annum per driver shall be paid extra to the Service Provider in line with the Policy of POWERGRID. However, the same shall be payable only if the vehicle is to be deployed for a period of more than 06 months period (as per original LOA). For deployment of vehicles for a duration less than or equal to 06 months, charges towards maintenance and upkeep of uniform is to be borne by the Service Provider in line with GeM SLA Clause 5.2.4.

Payment Procedure:

i. Service Provide should ensure disbursement of monthly payment through digital mode latest by 7th day of every month in the bank account of concerned personnel.

ii. The Service Provider shall submit bills latest by 10th day of every month for the preceding month for release of the payment within 15 days (i.e. 25 th day of the month).

iii. The payment shall be made to the Service Provider after submission of their monthly invoices/bills, verification and certification by Engineer-in-charge and on production of following:

a. GST Invoice(s) (original with copies in triplicate).
b. Details of attendance sheet /Logbook maintained by the Service Provider during the previous month
c. Proof of payment of monthly wages in the respective bank account of deployed manpower i.e. Payment Statement.
d. Challan/receipt for deposit of PF, ESI or copy of Employees Compensation Insurance policy, whichever is applicable with concerned authorities for the previous months.

In case the proprietor himself is driving the vehicle deployed, there will be no employer-employee relationship between POWERGRID and proprietor for any purpose whatsoever. For processing the bills in such cases, payment proof as mentioned at c) and d) above will not be required.

e. Payment proof of Toll, parking or entry taxes as applicable
f. Submission of Performance Security/CPG or furnishing the declaration for opting deduction from the Running Bill of the Service Provider as Performance Security

iv. No advance payment shall be given under any circumstances whatsoever.

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v. In case POWERGRID receives any complaint regarding non-payment of wages to driver(s) deployed/engaged for providing services to POWERGRID, 80% of the minimum monthly basic wages so payable to these driver(s) shall be paid to them by POWERGRID and the same along with 15% overhead charges on the above amount shall be recovered from Service Provider ’s rental bill charges/ other dues

vi. The Service Provider shall ensure that no other charges except statutory charges should be deducted from the wages of the individual concerned. It shall further comply with all tax regulations as prevailing from time to time.

vii. The Service Provider shall pay all Income-Tax, surcharge on Income-Tax, Goods and Services Tax (GST) and any other applicable Tax etc. POWERGRID shall not bear any tax liability under any circumstances whatsoever. POWERGRID shall deduct income tax at source from all the payments to be made to the Service Provider in accordance with the provision of Indian Income Tax Laws as applicable from time to time and deposit the same to the concerned Govt. Authorities.

Where the Bidder does not charge GST under Forward Charge Mechanism (FCM) and GST is applicable under Reverse Charge Mechanism (RCM), the same shall be paid directly by POWERGRID to the concerned authorities. Any subsequent change in GST applicability—whether due to change in the Vendor’s registration status or the Vendor opting for a different tax mechanism (including shift between RCM and Forward Charge Mechanism)—shall not result in any additional financial implication to POWERGRID

viii. All invoices/claims shall be raised by the Service Provider in the name of POWERGRID. All the payment shall be released to the Service Provider from PPPFC (POWERGRID Payment Processing & Facilitation Center) Bhubneswar, Odisha.

ix. All payments to be made directly to the Service Provider shall be made by the Employer though an electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract.

x. Statutory tax/levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Service Provider. POWERGRID shall deduct TDS as per the rules/statutory requirements and issue TDS certificates.

xi. POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M

1-xchange (Mynd Solutions Private Limited), Invoicemart (A.TReDS Limited), C2TReDS (C2FO Factoring Solutions Private Limited) and DTX (KredX Platform Private Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

Bill Processing: After creation of BTS ID by Vendor 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 Site Engineer.

POWERGRID Payment Processing and Facilitation Center (PPPFC),

Plot No.-4, Unit -41, Niladri Vihar, Chandrasekharpur, Bhubaneswar - 751021

The option to attach the soft copies of the documents has been enabled in BTS at https://etender.powergrid.in . The attachment can be done after creation of BTS ID.

The SOP for this process can be viewed after login to the Bill Tracking System portal with the following path.

https://etender.powergrid.in/ an INVOICE SUBMITTED TAB à Invoice Attachments à SOP for uploading Documents

The bills will be processed & released by POWERGRID Payment Processing and Facilitation Center (PPPFC), Bhubaneswar

Payment Tracking - Prior to submission of bills in physical form, the Service Provider shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. The Service Provider may also track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system, the Service Provider is required to get itself registered once online at POWRGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the 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 Service Provider can log-in to POWERGRID's Vendor Bill Tracking System with Vendor Log-In ID and Password.
b) After login as at (a) above, Service Provider is required to make the entry on POWERGRID's ERP Portal under the tab "Submit New Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Service Provider will receive an automated e-mail forwarding the unique BTS number.
c) The physical bills along with printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Service Provider to PPPFC.
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 Service Provider intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills / digital entry in BTS (as the case may be) shall be returned to the Service Provider by POWERGRID, which can be viewed under the tab "Invoice Returned".
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 Service Provider.
f) The status of Bill submitted by the Service Provider can be checked through the BTS number under tab "Invoice Submitted".

		2.0 <u>Price Adjustment Clause:</u> – <u>The monthly</u> Vehicle Hiring Charges <u>quoted by the Bidder on A+B+C model shall be subject to Price Adjustment in the following manner**:**</u> – 1. **For Monthly wages of the driver (Component A):** Price Adjustment is governed by change in the rate of Minimum wages declared by Central Government including change in PF, ESI etc. The differential amount would be paid to/recovered from the executing agency in accordance with the Laws and Regulation thereof during execution of the contract. **The wages** shall be governed by Minimum wages declared by Central Government being the appropriate Government in the case of POWERGRID. However, if the wages notified by State Govt. for the employees of the aforesaid employments in relation to which the State Government is the appropriate Government, is **higher,** the rates of wages fixed by the State Government shall deemed to be the minimum rates of wages. 2. **Monthly Vehicle rental Charges (Component B):** These charges shall remain firm and fixed throughout the entire currency of the Contract. 3. **Monthly Fuel Consumption Charges (Component C):** The **fuel consumption mileage**, i.e., @**10 KM/litre** shall remain firm throughout the currency of the contract. The prices prevalent on 15th day of each calendar month for Diesel will be valid for whole month for calculation of price Adjustment (on any change of Diesel price).
17.0	SLA (*9.4-TERMINATION OF CONTRACT*)	**Adding new sub-clauses 9.4 in SLA:** **9.4 Termination due to death:** If the Agency is an individual or a proprietor concern and the individual or the proprietor dies and if the Agency is a partnership concern and one of the partners dies then unless the Officer-in-charge is satisfied that the legal representative of the individual Agency or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Officer-in-charge shall be entitled to terminate the contract as to its uncompleted part without POWERGRID being in any way liable to payment of any compensation to the estate of the deceased Agency and/or to the surviving partners of the Agency's firm on account of the termination of the Contract. The decision of the Officer-in-charge that the legal representative of the deceased Agency or the surviving partners of the deceased Agency or the surviving partners of the Agency cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such termination POWERGRID shall not hold the estate of the deceased Agency and/or the surviving partners of the Agency's firm liable for damages for not completing the Contract.

18.0	SLA (10-*Service Formula*)	Replace the existing SLA Clause with the following: **Service Formula** Contract Value: **N X P X T** N: Number of vehicles hired P: Hiring cost of vehicle per month T: Duration in months
19.0	Additional point to SLA (SLA 11.0)	**INSPECTION AND APPROVAL** _ The Officer-in-charge or his representative shall have full powers at any time to inspect and examine any part of the service rendered and the Agency shall support and provide such facilities as may be required for such inspection and examination.
20.0	Additional point to SLA (SLA 12.0)	**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 _ User Manual for posting grievances/redressal mechanism is also available at Vendor Grievance Portal.

	21.0	Additional point to SLA (SLA 13.0)	**POWERGRID Whistle Blower and Fraud Prevention Policy:** The Contractor/Successful bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgclitenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies. The Contractor/Successful Bidder along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.
	22.0	Additional point to SLA (SLA 14.0)	**Code of Integrity for Public Procurement** 1.1 Employer as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts: i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution; ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract; iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Employer, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels; iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract; v) "Conflict of interest": any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.

vi) “Undue Advantage”: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;

vii) “Obstructive practice”: materially impede the Employer’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Employer’s rights of audit or access to information.

1.2 Obligations for Proactive Disclosures

i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

1.3 Punitive Provisions: Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the Bidding Documents or Contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, POWERGRID may take appropriate measures including one or more of the following:

i) if the bid(s) is under consideration in any procurement

a) Forfeiture or encashment of Bid Security

b) calling off of any pre-contract negotiations, and;

c) rejection and exclusion of the bidder from the procurement process

			ii) if a contract has already been awarded a) Cancellation/termination of the contract in question; b) Forfeiture or encashment of Contract Performance Guarantee (CPG) of th e contract in question; iii) Provisions in addition to above: a) Removal from the list of registered suppliers and banning/debarment of t he bidder/contractor from participation in future procurements in line with POWER GRID's policy for *"Black-Listing of Firms / Banning of Business*". b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India; c) Initiation of suitable disciplinary or criminal proceedings against any indiv idual or staff found responsible. 1.4 In pursuance to this policy, the Employer will have the right to require th at the provision be included in Bidding Documents and in contracts, requiring Bid ders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submis sion and contract performance under this project only and to have them audited b y auditors appointed by the Employer.
23.0	Additional po int to SLA (S LA 15.0)		i. **The vehicles deployed should be Ex-showroom brand New (latest mode l) vehicle**. The Service Provider, however, may deploy older vehicle, not more than 03 (Three) years old, during starting of contract, for a maximum period of 03 months with 7 5% (Seventy-Five Percent) of monthly vehicle rental charges, in case the deploym ent of new vehicle is delayed. Further, post completion of the said period of 03 m onths, if the Service Provider still does not deploy new vehicle, Engineer In-charge may take suitable actions as per termination clause of this document. ii. Vehicles offered should be registered under commercial category in the state of **Sikkim with permit to move all over Sikkim State and North Bengal, Kali mpong and Darjeeling districts** iii. All vehicles should be GPS enabled. iv. The vehicle should have FASTAG facility from the beginning of the contract and the same shall be arranged by the Service Provider and keep it recharged with su fficient money at all times v. All expenses viz. Road Tax, insurance charges, fees or licenses / levies, major a s well as minor repair and maintenance of the vehicle, salaries (Minimum Wages) to Driver and Accommodation to the driver etc. shall be borne by the contractor d uring entire period of contract & its extension (if any), with no financial implication to POWERGRID. POWERGRID will not be responsible for any legal obligation(s) un der any act(s). However, the toll taxes, parking charges, entry taxes, GST (after s ubmission of documentary proof) shall be reimbursed on actuals along with mont hly bills –

vi. SPARING THE VEHICLE FOR MAINTENANCE: The vehicle will be spared to the owner once in a month to the nearest servicing station for attending regular servicing and maintenance etc., for which no deduction will be made towards absence of the vehicle for duty. The vehicle may be spared during intervening days for attending emergency maintenance, if any, subject to clearance of Officer In-Charge or his authorized representative.

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vii. ACCEPTANCE OF VEHICLE DEPLOYED: The vehicle shall be registered in the name of proprietor/company/any of the partners. The Service Provider shall submit the documents of the vehicle to the concerned site/ officer in charge (O-I-C). The officer in-charge shall scrutinize the vehicle documents prior to taking over the vehicle / engaging the vehicle in POWERGRID's service. After scrutiny, if it is so appeared that the documents are in the name of some other person/firm instead of the person/ firm to whom the award was placed, the vehicle shall not be engaged / taken over by O-I-C and the Service Provider shall be asked to provide proper documents in the name of person/ firm to whom the award was placed.

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viii.CALCULATION OF TIME & MILEAGE FOR BILLING AND TAXI BOOKING: The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours & garage kms shall not be included. No dead mileage will be permissible from garage to pick-up point and vice versa. Thus, the mileage and time would not be calculated from garage to garage but from the point of pick up to the point of final drop off. In other words, to and fro journeys from the taxi stand/garage to the reporting place and releasing place to taxi stand will not be counted for computing the mileage or time. Further, the agency should also have provision to take bookings 24x7 with capacity to provide cars on short notice within hours.

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ix) METER TEMPERING Service Provider should ensure proper sealing of milometer. POWERGRID reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering of meter reading and misbehavior of driver shall be viewed seriously, leading to even cancellation / termination of the Contract and forfeiture of the security.

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x) LOGBOOK: The Service Provider is required to maintain daily logbook of the movement of the vehicle while on duty. Signing of vehicle movement Logbook every day or after return of journey whichever is later shall be ensured by the Service Provider. If the contractor fails to maintain log book as above, the default period of logbook signing will be treated as absence of vehicle and charges will be deducted on prorate basis. All the log books shall be handed over to POWERGRID at the end of contract period or on termination of the contract. The log books maintained by the Service Provider shall be recorded daily and the same shall be got signed by POWERGRID representative or Engineer in charge.

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xi) OTHER RESPONSIBILITIES OF THE SERVICE PROVIDER:

a. The vehicle deployed can be called at any time during the day and night depending upon the requirement of the company. The vehicles shall be provided at POWERGRID office premises/Transit Camps/Residential Complex or at any other places intimated to the Service Provider for travel outstation as and when required.

b. The future change of address of the Buyer shall have no bearing on the terms and conditions for hiring of Vehicles.

c. Parking of vehicles hired under this service contract during or after duty hours shall be the Service Provider's risk and responsibility. However, the Service Provider shall notify the department the address of the parking facility and the department reserves the right to inspect such parking facility as and when deemed necessary.

Annexure-QR

HIRING OF VEHICLES ON MONTHLY BASIS FOR LOCAL AND OUTSTATION TRAVEL OF EMPLOYEES

Qualification of the bidder:

1. The agency/proprietor/company/partners/firm/director must have a registered establishment in its name located in the state of Sikkim.

   Documentary proof of this (issued by the Government of Sikkim/Govt. Of India at the registered est ablishment) must be submitted along with other bid documents

2. At least one no of Sikkim registered commercial passenger Vehicle (SUV or MUV or premium SUV/MUV category vehicle as per GeM SLA) of Bharat Stage-IV (BS-IV)/ Bharat Stage-VI (BS-VI) or later compliant vehicle must in registered in the name of proprietor/company/partners/firm/director as on the originally scheduled date of bid opening. ***(Copy of Registration Certificate of vehicle to be enclosed).***

OR

The bidders participating for the tender need to have work order for providing vehicle for minimum durati on of Two years under a single work order in any Central or State Govt. Department/Govt. Organization/PSU/ Autonomous institution/reputed Private Organisation.

Work order copy along with completion certificate issued by employer f or the same with other relevant documents need to be submitted by the agency along with bid document.

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3. **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.

4. **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.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.

4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---