

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-09-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-09-2025 11:30:00
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	Powergrid Teleservices Limited
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Scorpio NZ4-Z4 D MT 2WD 7 STR BS6 2 or equivalent; registered in the same year or previous year; 0-25,000 kms; A/C; 24 x 7, 365 days
अनुबंध अवधि /Contract Period	3 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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
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
अनुमानित बिड मूल्य /Estimated Bid Value	1572480
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	31000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	40

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

#### लाभार्थी /Beneficiary :

Company  
New Delhi, POWER GRID Corporation OF INDIA Limited, PowerGrid Teleservices Limited, Ministry of Power  
(Powergrid Teleservices Limited)

#### विभाजन/Splitting

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

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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

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

**Payment terms:**[1754565396.pdf](#)

**Eligibility Criteria:**[1754565403.pdf](#)

**Scope of work:**[1754565453.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
14-08-2025 11:00:00	SRTCC, POWERGRID Teleservices Limited, Power Grid Corporation of India Limited, Singanayakanahalli, Bangalore-560064

**Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Scorpio NZ4-Z4 D MT 2WD 7 STR BS6 2 Or Equivalent; Registered In The Same Year Or Previous Year; 0-25,000 Kms; A/C; 24 X 7, 365 Days ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Vehicle Type	SUV
Type of car	Scorpio NZ4-Z4 D MT 2WD 7 STR BS6 2 or equivalent
Year of Vehicle Model	registered in the same year or previous year
Vintage in KM	0-25,000 kms
Air Conditioning	A/C
Engagement Hours per Day	24 x 7, 365 days
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	Petrol
एडऑन /Addon(s)	

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Kommana Sai Ram Kumar	501301,Power Grid Corporation of India Limited, Post Box No.2, Hyderabad 400 kV substation, Ghanapur Village, Ghakesar-Post, R.R District Hydraba-501301	1	<ul style="list-style-type: none"> <li>Estimated KMs to be traveled in a month : 2400</li> <li>Duration in Months within the Contract Period : 36</li> </ul>

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

##### 1. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

##### 2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

##### 3. Buyer Added Bid Specific ATC

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

##### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**All the detailed documents including Scope of Work, Payment Terms, Additional Terms and Conditions are uploaded as attachments above. Few clauses are again given below for quick reference for bidders.**

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**Providing service of 01 No SUV vehicle (Model & Variant - Scorpio NZ4-Z4 D MT 2WD 7 STR B S6.2 or equivalent and registered in the same year or previous year) with 6+1-seater capacity vehicle along with services of driver for Hyderabad PoP AM works for a period of three years**

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**Shortlisting Criteria for Bidders:**

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

a. One single contract of value not less than Rs.19.84 Lakhs (excl. GST) (Only Hire Charges)

or

b. Two contract of values not less than Rs.12.40 Lakhs (excl. GST) (Only Hire Charges)

or

c. Three contract of values not less than Rs. 9.92 Lakhs (excl. GST) (Only Hire Charges)

or

d) Bidders should have successfully completed the contract for hiring of vehicles in POWERGRID/PowerTel for a minimum period of 02 Years

*\*For bidders qualifying through a) or b) or c) above, similar Work shall mean "Providing Vehicles on hire to a Govt., PSU or Private sector organization"*

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*The following documents shall be submitted by the bidder(s) towards technical capability:*

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

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SL. No	Item Description	Unit	Qty	Monthly Hire Charges
				Unit Rate (Rs.)
1	Hiring charges for deployment of 01 No SUV vehicle (Model & Variant - Scorpio NZ4-Z4 D MT 2WD 7 S TR BS6.2 or equivalent and registered in the same year or previous year) with 6+1-seater capacity vehicle along with services of driver for Hyderabad PoP AM works for a period of three years <b>(without driver charges &amp; without fuel charges)</b>	Per Month	36 Months	Hire charges <i>including</i> GST to be quoted
	Monthly Hire Charges to be Quoted in GeM portal i.e. Base Fare (per month) <b>inclusive of GST</b>			

**Calculation Formula for the Service:**

**Cost of the contract = Monthly Rental without fuel (inclusive of GST and exclusive of Driver Charges) \* 36 months.**

**Site Details:**

Office Location	POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Kavadiguda, Hyderabad - 500080 (Telangana)
Category of Area (for Driver Wages)	Area-A
Engineer In-charge	DGM (PowerTel), Secunderabad-PoP

**Specification: -**

Air Conditioning	A/C
Engagement Hours per day	24 x 7, 365 Days
Driver Required	Yes

<b>Fuel Type of Vehicle</b>	<b>Diesel/Petrol/Hybrid</b>  (In GeM technical specifications in Page 4 above, only Petrol is selected as GeM gives only one option to select. However, either of Diesel or Petrol or Hybrid vehicle is accepted in the tender)
<b>Type of Terrain</b>	<b>Plain and Hilly</b>
<b>Year of Vehicle Model</b>	<b>registered in the same year or previous year</b>
<b>Vehicle Type</b>	<b>Scorpio NZ4-Z4 D MT 2WD 7 STR BS6.2</b>

- 1 The Bidder shall furnish, except as exempted herein below#, as part of its bid, a bid security in the amount and currency as stipulated below\*.

\*The amount of Bid Security shall be **Rs.31,000/-**

# Categories of Bidders exempted from submission of Bid Security are as per GeM GTC. The Bidders exempted from submission of Bid Security shall have to upload the documentary evidence in support of exemption of Bid Security.

1.2 The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order/bank certified cheque in favour of POWERGRID Teleservices Limited payable at Gurgaon or a bank guarantee from a nationalized bank or Insurance Surety Bond from an insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The format of bank guarantee/Insurance Surety Bond shall be in accordance with the form of bid security included in the Sample Forms below. **BG Format attached in "Buyer uploaded ATC document"**

Bid Security shall be valid upto **16.05.2026** (250 days from bid opening date), or any other date as subsequently requested.

For the Bank Guarantee, Non-judicial Stamp Paper of appropriate value as per stamp act should be purchased in the name of executing Bank only.

In case the bidder opts for submission of BG in e-stamp, First party must be the issuing bank and second party must be 'POWERGRID Teleservices Limited'. Also, stamp duty for purchase of E-stamp paper must be paid by the issuing bank.

1.3 The Account details of POWERTEL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

<b>Name of the Bank and Address</b>	<b>IFSC Code</b>	<b>POWERGRID Teleservices Limited Current A/c No.</b>
ICICI BANK, PGCIL-Corporate Office, Plot No. 2, Sector 29, Gurug ram, Harayana122001	ICIC0000572	<b>057205000386</b>

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

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

In case of Bank Guarantee (towards Advance Payment Security, if applicable and Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERTEL to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERTEL is PTSL5820165. In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in Bid Documents.

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

**Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security along with the bid, except categories of Bidders exempted from submission of Bid Security are as per GeM GTC, shall be rejected by the Employer as being nonresponsive pursuant to GeM GTC Clause 4(xiii) (m).**



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

**A.**

- i. The successful bidder is required to submit a Contract Performance Guarantee (CPG) within twenty-eight (28) days after receipt of the Notification of Award/GeM Contract/LOI which ever is earlier, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer/Owner# as stipulated in SCC in the Form of unconditional Bank Guarantee/ Insurance Surety Bond / online payment in POWERGRID Teleservices Limited account for an amount equal to 05% (five) of total Contract value. The same shall be extended by the bidder time to time till ninety (90) days beyond the actual contract Period, as may be required under the Contract. **BG Format attached in "Buyer uploaded ATC document"**
- ii. The Bank Guarantee for performance security is to be provided by the Contractor, which should be issued either:
  - a. by a Public Sector Bank located in India or
  - b. a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or
  - c. by a foreign Bank or a subsidiary of a foreign Bank, acceptable to the Employer, with over all international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency.

Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India or (ii) a scheduled commercial private bank located in India as per para (b) above.

**Or**

**B.**

Alternatively, in place of submission of Contract Performance Guarantee, EMD submitted by the successful bidder shall be converted to initial Security Deposit (SD). Security Deposit shall be deducted @05% of monthly rental charges (Incl GST) only throughout the contract period. In this case, the earnest money, if any, submitted by the Service Provider along with the bid/ tender shall be treated as Initial Security Deposit.

The total SD amount shall be returned to the Contractor, without any interest, after successful completion of the entire contract period, including extension, if any.

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

The CPG/Security amount will not earn any interest, whatsoever the period retained by PowerTel.

#### **1.0 VEHICLE REQUIREMENT:**

- 1) The vehicle to be deployed for the subject work shall be of less than one year old and should have run less than **25000 Km as on the date of deployment, with seating capacity of minimum 6+1 (as applicable) Six persons (excluding driver)**. The documentary evidence (RC Books, Road Tax paid receipts, Insurance, driving license etc.,) in the original shall be produced to The Officer-in-charge with all other relevant documents for inspection before deployment of vehicle. The Officer-In-Charge shall have sole discretion of accepting the vehicle after conducting necessary checks as deemed fit.
- 2) **The vehicle should be deployed within 30 days from the date of issuance of GeM contract.**

#### **2.0 CONTRACT PERIOD:**

- 3) **The contract period shall be 36 (Thirty-Six) months from the actual date of deployment. PowerTel reserves the right to reject the vehicle on the ground of unsatisfactory condition of vehicle any time during the contract period.**
- 4) The rates quoted/awarded shall be firm throughout the contract period. The monthly hire charges / rent quoted for leasing out the vehicle shall be deemed to be covering all kinds of maintenance including repairs of minor or major in nature which may be required to keep the vehicle in good running condition.

#### **3.0 CONTROLLING AUTHORITY:**

- 5) The vehicle will be in the control of the PowerTel officer-In-charge, who is DGM(AM), PowerTel, Secunderabad or his authorized representative.
- 6) The vehicle shall be at the complete disposal of PowerTel. The vehicle shall be used at all hours of the day and at times during the night as and when work warrants and also may be required to make trips to places located in Telangana and Other states of Southern Region as per the instruction from PowerTel.

#### **4.0 TERMS OF PAYMENTS:**

- 7) The successful bidder will be paid a firm rate towards the hire charges per month.
- 8) Bills shall be raised on monthly basis only. The monthly hire charges along with driver wages and Fuel charges shall be released within 15 days from the date of submission of bills and on due certification by the Officer-in-charge or his authorized representative. **The statutory taxes like G.S.T etc. shall be deducted and the balance amount shall be paid.**
- 9) **Driver wages Reimbursement:** Under this contract, driver (under skilled category based on category of operational area) need to be deployed along with the vehicle, holding a valid license for the category of the vehicle. The wage of driver shall be paid by the agency as per central govt/state govt minimum wages whichever is higher, during the contract period prevailing at the place of deployment of vehicle and the same shall be reimbursed by PowerTel.
- 10) **Fuel Reimbursement:** Vehicle Diesel/petrol charges shall be reimbursed by PowerTel @ 01 (One) Ltr / 1

2 KM as per actual run of the vehicle and the fuel charges shall be paid at average rate of diesel/petrol (calculated by price on 1st and 15th day of each month) for the month. The cost of Engine oil (lubricant) shall be reimbursed @ 1 ltr./ 500 Km run, irrespective of actual consumption of diesel or lubricant oil.

- 11) If the vehicle is utilized for any work which involves night halt outside the headquarters, night charges @500 per night shall be paid. In case the vehicles are run between 20:00 Hrs to 06:00 Hrs at the place of deployment (i.e. locally), charges @ 200/- rupees shall be paid along with the monthly bills shall be paid by PowerTel towards the Driver Bhatta.

## **5.0 CONTRACTOR RESPONSIBILITIES:**

- 12) It will be the responsibility of the contractor to arrange for the accommodation of the driver at his own cost & All expenses of the driver like boarding and lodging etc. including conveyance up to PowerTel premises and back shall be borne/taken care of them by contractor only.
- 13) The contractor will have to make arrangement for an extra driver at his own cost in case regular driver works.
- 14) During the currency of contract, the vehicle shall be maintained in good condition by carrying out necessary periodical maintenance for the engine, associated systems, body, seats etc. The suitability of the vehicle for use shall be decided at the sole discretion of the Officer In-charge, who shall be free to reject the vehicle in case of non-compliance of the above.
- 15) The Contractor shall not use the vehicle for any purpose other than use by PowerTel, during the currency of the contract.
- 16) This contract shall be governed under relevant clauses of Indian Contract Act and Minimum Wages Act. **It is the responsibility of the Contractor to ensure that monthly wages of the Driver be paid before 10<sup>th</sup> day of the month and evidence in this regard is to be submitted along with invoice of following month.**

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### **Priority Order of Documents :**

1. **Scope of Work**
2. **Buyer Added Bid Specific SLA (Terms & Conditions)**
3. **Buyer added bid specific scope of work**
4. **Buyer Added Bid Specific ATC document**
5. **Payment terms**
6. **Service Level Agreement of GeM**
7. **General Terms & Conditions of GeM**

### **Assignment Clause:**

POWERGRID have transferred its telecommunication business to POWERGRID TELESERVICES LIMITED with effect from October 01, 2023.

Any document submitted by the bidder against this bid shall be valid for evaluation and award by PowerGrid Teleservices Limited.

In particular, the PO shall be issued by POWERGRID TELESERVICES LIMITED and the invoice(s) shall be raised on POWERGRID TELESERVICES LIMITED"

**Contact details:**

i. [pawar.ranjeet@powergrid.in](mailto:pawar.ranjeet@powergrid.in)

ii. mohan@powergrid.in

iii. [sammeta@powergrid.in](mailto:sammeta@powergrid.in)

- 1. A check list** to minimize the common errors committed by the Bidders during submission of Bids is attached below:

Sl.No.	Document	Submitted Yes/No
1.	EMD or valid EMD exemption certificate as per GeM GTC	
2.	Information regarding Ex-Employees of POWERGRID/POWER TEL in our organization (attached at <b>Bidding Form No. 1 of Buyer uploaded ATC document</b> )	
3.	Option for contract performance guarantee and Information for E – payment, PF details and declaration for Micro/Small and Medium Enterprise (attached at <b>Bidding Form No. 2 of Buyer uploaded ATC document</b> )	
4.	Declaration of Key Managerial Person jointly with Power of Attorney holder (attached at <b>Bidding Form No. 3 Buyer uploaded ATC document</b> )	
5.	Declaration by the bidder regarding events encountered (available at <b>Bidding Form No. 4 of Buyer uploaded ATC document</b> )	
6.	Certification by the Bidder as per order no. F.No.6/18/2019-PD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (attached at <b>Bidding Form No. 5 of Buyer uploaded ATC document</b> )	
7.	Declaration by the bidder for 'Code of Integrity for Public procurement (available at <b>Bidding Form No. 6 of Buyer uploaded ATC document</b> )	

8.	Declaration by the bidder regarding adherence to the POWE RGRID Whistle Blower and Fraud Prevention Policy (available at <b>Bidding Form No. 7 of Buyer uploaded ATC document</b> )	
9.	Declaration for Acknowledgement and Acceptance of Supplier Code of Conduct ((available at <b>Bidding Form No. 8 of Buyer uploaded ATC document</b> )	
10	GST/PAN/PF/EPF registration etc. as per Buyer uploaded ATC document	
11	Self-declaration on company Letter head to comply for documents attached in "Scope of work", Payment Terms, "Buyer Added ATC document"	

## 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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---