

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-08-2025 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-08-2025 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; Maruti Suzuki Ertiga, Mahindra Marazzo, KIA Carens; less than one year old on the date of deployment; 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) *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	2041200
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	41000

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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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:[1753943234.pdf](#)

Eligibility Criteria:[1753943284.pdf](#)

Scope of work:[1753943377.pdf](#)

Any other document required from seller:[1753943408.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
08-08-2025 11:00:00	SRTCC, POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Southern Region-II, Regional Head Quarter, Near RO Driving Test Track, Singanayakanahalli, Yelahanka Hobli, Bangalore - 560064

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Maruti Suzuki Ertiga, Mahindra Marazzo, KIA Carens; Less Than One Year Old On The Date Of Deployment; 0-25,000 Kms; A/C; 24 X 7, 365 Days (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	SUV
Type of car	Maruti Suzuki Ertiga , Mahindra Marazzo , KIA Carens
Year of Vehicle Model	less than one year old on the date of deployment
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.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Devaki Phani Balakrishna	560064,POWERGRID Teleservices Limited, Southern Regional Telecom Control Centre, Near RTO Driving Test Track,Singanayakanahalli,Yelaha nka-Doddaballapur Road,Bangalore- 560064,Karnataka	1	<ul style="list-style-type: none"> Estimated KMs to be traveled in a month : 2400 Duration in Months within the Contract Period : 36

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Providing service of 01 No. SUV type vehicle on Hire basis with seating capacity of 6+1 Maruti Ertiga equivalent / higher Model of any make which shall be less than one year old as on the date of deployment for SRTCC RHQ, Bengaluru for a period of 3 years

Shortlisting Criteria for Bidders:

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.15.55 Lakhs (excl. GST) (Only Hire Charges)

or

b. Two contract of values not less than Rs.9.72 Lakhs (excl. GST) (Only Hire Charges)

or

c. Three contract of values not less than Rs.7.78 Lakhs (excl. GST) (Only Hire Charges)

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.

Annexure-I

Bill of Quantity

Sl. No.	DESCRIPTION	Rate per month in INR (Incl. GST)	No. of months	Amount (i.e, Contract Price) in INR
1	2	3	4	5 = (3 x 4)

A.	Vehicle Hiring Charges of 1 no. SUV type vehicle with seating capacity of 6+ 1 (Maruti Ertiga) equivalent / higher Model which shall be less than one year old as on the date of deployment as per the technical Specifications and ATC (without driver charges & without fuel charges) (Incl. GST)	<i>To Be Quoted by Bidder on GeM Portal only.</i>	36	<i>Do not write amount here</i>
B	Additional Items in Monthly Bill			
	To be claimed by the contractor & to be reimbursed by POWERGRID 1. Driver Wages (As per minimum wages of SKILLED LABOUR and as per the calculation given below) 2. Fuel charges reimbursed @ 01 (One) Ltr / 12 km (PI refer Cl: 8 of ATC) 3. Cost of uniform reimbursed @ ₹3500/- incl. GST per year (PI refer Cl: 24.5 of ATC)			
Ø For applicable GST (for vehicle hiring charges), kindly refer to the Note below.				
GST Note: #RCM (Reverse Charge Mechanism) @ 5 % GST shall be applicable in the following cases: The service provider must be; a) Other than a body corporate i.e., an Individual or Partnership Firm or AOP/BOI etc. b) Does not issue invoice charging GST@ 12 % (6% CGST +6% SGST) from the service recipient. For Body Corporates RCM is not applicable The bidder shall take into account the above and quote Total Monthly Charges inclusive of applicable GST (5% or 12%) as per above. Bids shall be Evaluated on Total Cost inclusive of GST.				

Site Details:

Office Location	SRTCC (Telecom Dept.), POWERGRID Teleservices Ltd., RHQ , Benagaluru
Category of Area (for Driver Wages)	Area-A
Operating State (Geographical Presence)	Karnataka
Engineer In-charge	Ch.Mgr (PowerTel), SRTCC Bangalore

Specification: -

Air Conditioning	A/C
Engagement Hours per day	24 x 7, 365 Days
Driver Required	Yes
Fuel Type of Vehicle	Diesel/Petrol/Hybrid (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)
Type of Terrain	Plain and Hilly
Year of Vehicle Model	less than one year as on the date of deployment
Vehicle Type	Maruti Suzuki Ertiga / Mahindra Marazzo / KIA Carens

Minimum Wages Calculation:

Sl. no.	Wage components (Skilled Labour)	w.e.f. 01.10.2024 Area- "A"
1	Min wage incl. VDA (variable DA) per day	981.00*
2	No. of days	26
3	Total Min wage incl. VDA per month	25,506.00

4	EPF @ 12% of (Basic+VDA) restricted to 15000/-	1,799.98
5	EDLI @ 0.5% of (Basic+VDA) restricted to 15000/-	74.88
6	Admin charges @ 0.5% of (Basic+VDA) restricted to 15000/-	74.88
7	ESI/WC @ 3.25% of (Basic+VDA) restricted to 21000/-	0.00
8	Bonus @ 8.33% of (Basic+VDA) restricted to 21000/-	1749.30
9	TOTAL statutory wages for 01 month (Sum of Sl. no. 3 to 8) Excluding GST.	29,205.04
<p>a) The above calculation is for illustrative purpose. The wage of driver shall be paid by the agency as per central govt/state govt minimum wages whichever is higher prevailing at the place of deployment of vehicle i.e., Office Location.</p> <p>b) On revision of min. wages, the revised wages shall be paid to the driver by the agency and the same may be claimed by the contractor.</p> <p>In Case ESI is not applicable in respective area WC policy may be submitted by the contractor and POWER GRID will reimburse the amount restricted to amount of ESI.</p>		

Annexure-II

INFORMATION FOR BIDDERS

1	<p>Buyer/Employer shall mean POWERGRID</p> <table border="1"> <thead> <tr> <th data-bbox="240 215 927 300">During Tendering</th><th data-bbox="927 215 1497 300">After Award</th></tr> </thead> <tbody> <tr> <td data-bbox="240 300 927 589"> <p>Deputy General Manager (C&M), SRTCC, POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Southern Region-II, Regional Head Quarter,</p> <p>Near RO Driving Test Track, Singanayakanahalli,</p> <p>Yelahanka Hobli, Bangalore – 560064, Karnataka</p> </td><td data-bbox="927 300 1497 1077" rowspan="2"> <p>Engineer in charge & Office Location as per BOQ</p> <p>Ch.Manager (AM), SRTCC, POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Southern Region-II, Regional Head Quarter,</p> <p>Near RO Driving Test Track, Singanayakanahalli,</p> <p>Yelahanka Hobli, Bangalore – 560064, Karnataka</p> <p>Office email- dphani@powergrid.in</p> </td></tr> <tr> <td data-bbox="240 589 927 1077"> <p><u>Contact Details:</u></p> <p>pawar.ranjeet@powergrid.in</p> <p>mohan@powergrid.in</p> <p>sammata@powergrid.in</p> </td></tr> </tbody> </table>	During Tendering	After Award	<p>Deputy General Manager (C&M), SRTCC, POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Southern Region-II, Regional Head Quarter,</p> <p>Near RO Driving Test Track, Singanayakanahalli,</p> <p>Yelahanka Hobli, Bangalore – 560064, Karnataka</p>	<p>Engineer in charge & Office Location as per BOQ</p> <p>Ch.Manager (AM), SRTCC, POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Southern Region-II, Regional Head Quarter,</p> <p>Near RO Driving Test Track, Singanayakanahalli,</p> <p>Yelahanka Hobli, Bangalore – 560064, Karnataka</p> <p>Office email- dphani@powergrid.in</p>	<p><u>Contact Details:</u></p> <p>pawar.ranjeet@powergrid.in</p> <p>mohan@powergrid.in</p> <p>sammata@powergrid.in</p>
During Tendering	After Award					
<p>Deputy General Manager (C&M), SRTCC, POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Southern Region-II, Regional Head Quarter,</p> <p>Near RO Driving Test Track, Singanayakanahalli,</p> <p>Yelahanka Hobli, Bangalore – 560064, Karnataka</p>	<p>Engineer in charge & Office Location as per BOQ</p> <p>Ch.Manager (AM), SRTCC, POWERGRID Teleservices Ltd., Power Grid Corporation of India Limited, Southern Region-II, Regional Head Quarter,</p> <p>Near RO Driving Test Track, Singanayakanahalli,</p> <p>Yelahanka Hobli, Bangalore – 560064, Karnataka</p> <p>Office email- dphani@powergrid.in</p>					
<p><u>Contact Details:</u></p> <p>pawar.ranjeet@powergrid.in</p> <p>mohan@powergrid.in</p> <p>sammata@powergrid.in</p>						
2	<p>This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.</p>					

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

Documentary Proof of office

(1) GST Registration Certificate

(2) Registration Certificate under Shops & Establishments Act

(3) Valid Company Registration Certificate

(4) Certificate of Incorporation / Certificate of Registration of Firm

(5) Registered/Notarised Rent Agreement

(6) Landline Telephone Bill.

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

5 Bidders, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

S. N.	Event	Period for which bid(s) shall be considered as non-responsive / not eligible
1.	Termination of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Repeated failure of major Equipment while in service	1 year
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year

6.

Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)

Till the firm comes out of Resolution process

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

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

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

Notwithstanding the above, in case any of the event(s) above is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

~~The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.~~

6

Bidder shall have to upload the following documents along with their bid as the part of first packet (Technical bid):

(a) Earnest Money Deposit (EMD)/ Bid Security or Online Payment Acknowledgement towards bid security or documentary evidence in support of exemption of EMD/Bid Security ([Mandatory Document](#))

In case submission in the form of BG, same to be submitted in format available at **Sample Forms in Buyer uploaded ATC document** and the original document to be submitted at buyer's address .

Additional details regarding bid security may be referred to in **clause-7** of ATC below.

(b) Document evidence satisfying eligibility criteria i.e., Geographical presence and work completion as per **Eligibility Criteria Document** attached.

(c) Power of Attorney (the Power of Attorney should be tender-specific and made on non-judicial stamp paper of appropriate value, duly notarized. In case bidder is submitting General Power of Attorney, then it should be duly notarized.)

(d) Information regarding Ex-Employees of POWERGRID/POWERTEL in our organization (**Refer Bidding Form No. 1 in Buyer uploaded ATC document**)

(e) Option for contract performance guarantee and Information for E – payment, PF details and declaration for Micro/Small and Medium Enterprise, available at Bidding **Form No. 2 in Buyer uploaded ATC document**

- (f) Declaration of Key Managerial Person jointly with Power of Attorney holder, available at **Bidding Form No. 3 in Buyer uploaded ATC document**
- (g) Format for Declaration by the bidder regarding events encountered available at **Bidding Form No. 4 in Buyer uploaded ATC document.**
- (h) Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) available at **Bidding Form No. 5 in Buyer uploaded ATC document.**
- (i) Declaration by the bidder for 'Code of Integrity for Public procurement available at **Bidding Form No. 6 in Buyer uploaded ATC document.**
- (j) Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy, available at **Bidding Form No. 7 in Buyer uploaded ATC document.**
- (k) Declaration for Acknowledgement and Acceptance of Supplier Code of Conduct, available at **Bidding Form No. 8 in Buyer uploaded ATC document. Policy attached as Appendix-II.**

(I) Soft Copy Part

- (a) As part of First Packet (Technical Bid):

The soft copy part of the bid shall comprise of the scanned copies of all the documents mentioned at para (1) above to be uploaded on the portal as per provisions therein.

- (b) As part of Second Packet (Price Bid):

- i. Bidders are requested to quote the price in GeM portal itself. The bid price shall include all the costs for the entire scope of work incl. GST as per the Bidding Documents. 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 **including Scope of work.**
- ii. In case of mismatch in the prices as per Breakup and lumpsum bid price quoted on the GeM Portal, the same shall be revised by adjusting the prices of items on the pro-rata basis matching the lumpsum quoted price.

(II) Hard Copy Part

Further, the bidder shall have to submit the original documents pertaining to following forms, as part of first packet (technical bid), **within 5 days from closing of soft copy submission** at the buyers' address mentioned below:

- (a) Earnest Money Deposit (EMD)/ Bid Security or Online Payment Acknowledgement towards bid security or documentary evidence in support of exemption of EMD/Bid Security (**Mandatory Document**)

Address of the Employer/Buyer:

POWERGRID Teleservices Limited

(A wholly owned subsidiary of

Power Grid Corporation of India Ltd.),

Southern Region Telecom Control Centre

Singanayakanahalli Village, Near RTO Driving Test Track

Yelahanka-Dodaballapur Road, Bangalore, Pin :560064.

Kind Attn.: Dy. General Manager [Tele-Contracts]

Mob.: +91-9449599068/+91 8019869855

Email Address:

pawar.ranjeet@powergrid.in

Envelope shall bear:

- (i) **Bid Title: FIRST ENVELOPE for “Providing service of 01 No. SUV type vehicle on Hire basis with seating capacity of 6+1 Maruti Ertiga equivalent / higher Model of any make which shall be less than one year old as on the date of deployment for SRTCC RHQ, Bengaluru for a period of 3 years. Specification Number: SR2/NT/S-VHICLE/DOM/ZA1/25/08 912 (Bid Number: GEM/2025/B/6408240).”**

- (ii) **Do not open before 1130 hours (IST) on mentioned OBD Date.**

The Bidder shall note that no document is required to be submitted as part of the second packet (price bid) in Hard Copy.

7

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.41,000/-**.

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 **23.04.2026** (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:

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

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).

8 In case of dishonoring the conditions as given below, the bid security/EMD submitted by such bidders shall be forfeited and the bids from such Bidders shall be considered as nonresponsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect;

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- (b) If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.

9. 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 '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.

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

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

Bidders shall not upload the Price Breakup in Technical part of the Bid in soft copy and shall not submit any Price component in Hard copy of the bid, otherwise their bid shall be rejected, and no further clarification shall be sought.

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 overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency.

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

Or**B.**

Security deposit amount shall be deducted at the rate of 05% from the running bill (s) till 05% of the maximum overall Contract price has arrived. This amount shall be kept till ninety (90) days beyond the contract Period as may be required under the Contract including any extensions, if granted and shall be released only after completion of the contract.

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

13	<p>Arbitration</p> <p>In the event of any question, dispute or difference arising out of or in connection with this work, whether during the progress of the work after its completion, abandonment or breach of contract, the same shall be referred for arbitration. The arbitration shall be conducted by a sole arbitrator. The sole Arbitrator shall be chosen from a panel of empaneled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. If the parties fail - to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties. In case of the Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. The decision of the sole arbitrator shall be final and binding upon the parties. In the event of any of the sole arbitrator dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator in place of the outgoing arbitrator.</p> <p>During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
14	<p>The bidder may note that POWERGRID has uploaded its "Works & Procurement Policy and Procedure" (Vol. -I) to POWERGRID's website. Those bidders who wish to peruse the same may visit www.powergrid.in. However, it shall be noted that no other party, including the bidder/contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' document or have any claim on POWERGRID on the basis of the same. The respective rights of POWERGRID and Bidders/Contractors shall be governed by the bidding documents/contracts signed between POWERGRID and the Contractor for the respective packages. The provisions of bidding documents shall always prevail over that of 'Works & Procurement Policy and Procedure' document in case of contradiction</p>
15	<p>Priority Order of Documents</p> <ol style="list-style-type: none"> 1. BOQ (Annexure-I) 2. Special Terms and Conditions (Annexure-IV) 3. Payment Terms 4. Additional Terms & Conditions (Annexure-III) 5. Instruction to Bidders (Annexure-II) 6. Service Level Agreement of GeM 7. General Terms & Conditions of GeM

16	Notwithstanding anything, POWERGRID reserves right to assess the bidder's capability and capacity to perform the contract. The decision of POWERGRID in this regard shall be final and binding on the bidder .
17	POWERGRID reserves the right to accept or reject any or all the tenders without assigning any reason t hereof and without any cost implication to POWERGRID.
18	<p>POWERGRID Whistle Blower and Fraud Prevention Policy:</p> <p>The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service pr oviders shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed o n its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies and shall not indulge or allow anybody else working in their orga nization to indulge in fraudulent activities and would immediately apprise the corporation of the fraud/ suspected fraud as soon as it comes to their notice.</p>
19	<p>Code of Integrity for Public Procurement:</p> <p>It is the Employer's policy that requires the bidder to sign a declaration alongwith its bid about abiding by a 'Code of Integrity for Public Procurement'. This policy is attached as Appendix-I.</p> <p>In pursuance of this policy, the Employer:</p> <p>(a) will take appropriate measures in line with the above policy if it determines that the bidder recomm ended for award has, directly or through an agent, has violated this Code of Integrity in competing for t he contract in question; and</p> <p>(c) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to in spect their accounts and records and other documents relating to bid submission and contract perf ormance and to have them audited by auditors appointed by the Employer.</p>

Annexure-III

ATC (ADDITIONAL TERMS & CONDITIONS)

- 1.0** The quoted price shall be FIRM during the currency of the contract. The quoted price shall be incl usive of all types of taxes, duties, and levies, if applicable.
- 2.0** All the road taxes, insurance, registration fees etc., shall be paid by the contractor at his cost. Th e contractor is also responsible for taking all the insurance cover for the vehicle, driver and passeng ers and shall indemnify POWERGRID, of any liability towards accident and any claim for any person

authority, on any account of the vehicle deployed. The vehicle deployed shall comply with the latest pollution norms applicable from time to time. The contractor shall provide only comprehensively insured (with occupant's insurances) vehicles to POWERGRID.

- 3.0** Toll Tax, Border Entry fees and parking charges shall be reimbursed by POWERGRID at actual on the submission of documentary evidence.
- 4.0** POWERGRID shall deduct taxes at source as per the rules and issue TDS (Tax Deduction at Source) Certificate to the Contractor.
- 5.0** **Driver wages Reimbursement:** Under this contract, driver (under skilled category based on category of operational area) need to be deployed along with the vehicle, holding a valid license for the category of the vehicle. The wage of driver shall be paid by the agency as per central govt/state govt minimum wages whichever is higher prevailing at the place of deployment of vehicle and the same shall be reimbursed by POWERGRID. In the case of revision of minimum wages for the applicable category, the revised wages shall be paid to the driver by the agency and the same may be claimed by the contractor.
- 6.0** If the vehicle is utilised for any work which involves night halt outside the headquarters, night charges @ **₹ 450/- per night** shall be paid. In case the vehicles are run between 20:00 hrs to 06:00 hrs at the place of deployment (i.e. Locally), **₹ 50/- per hour or part** thereof shall be paid by POWERGRID towards the Driver Bhatta.
- 7.0** All expenses of the driver like boarding, lodging etc. including conveyance up to POWERGRID premises and back shall be borne/taken care of by the contractor only.
- 8.0** **Fuel Reimbursement:** Diesel/petrol charges shall be reimbursed by POWERGRID @ **01 (One) Ltr / 12 kM** as per actual run of the vehicle and the fuel charges shall be paid at average rate of diesel/petrol (calculated by price on 1st and 15th day of each month) for the month. For 4WD/AWD vehicle Diesel/Petrol charges shall be reimbursed by POWERGRID @ **01 (One) Ltr/10kM** as per actual run of the vehicle and the fuel charges shall be at average rate of diesel/petrol (calculated by price on 1st and 15th day of each month) for the month.
- 9.0** All the expenses towards oil and lubricants, all kind of maintenance and repairs, insurance premium and fee towards licences/ registration, or any statutory taxes shall be borne by the contractor and is included in the contract price.
- 10.0** The Contractor should submit the copies of registration certificate of the vehicle to be deployed, which shall be in the name of the Company/proprietor on whose behalf the vehicle is to be deployed. In case registration of the vehicle is not in the name of bidder, then the Contractor may submit 'Power of Attorney' in his/her name/company for deploying of vehicle on hire basis.
- 11.0** The vehicle offered shall have a valid Taxi Permit issued by the Competent authorities and shall be kept valid for the entire contract period and also for the extended period of the contract, if extended.
- 12.0** The contractor shall bring the vehicle offered along with all original documents pertaining to the vehicle and the original driving license of the driver to be deployed, for verification by POWERGRID at the time of deployment of vehicle. A set of all such documents should also be made available to the Officer-in- Charge on the date of deployment of the vehicle.
- 13.0** The vehicle shall be parked at office locations & shall be available for 24 hrs every day or as per the directions of the Officer-in-Charge. The vehicle must be maintained absolutely in good running condition and 100% availability is to be ensured by the contractor.
- 14.0** The vehicle will normally be required to ply within under the Jurisdiction of Office as specified above. However, the vehicle has to travel other state POWERGRID office/site for work. Other State Permit will be taken by the contractor and payment of Permit shall be reimbursed on production of pay

ment receipt in original.

- 15.0** The Contractor shall not use the vehicle for any purpose other than use by POWERGRID, during the currency of the contract. The vehicle will be spared one day in a month for attending regular service and maintenance etc., for which no deductions will be made towards absence from duty. However, the vehicle will be spared for maintenance, on a convenient day (Sunday or Holidays) as per discretion & as decided by the Officer-in-Charge from time to time. The expenditure incurred during such a period shall be borne by the contractor and no reimbursement for diesel/petrol etc. shall be made by POWERGRID.
- 16.0** In case of breakdown or non-availability of the vehicle for any reason other than regular servicing/maintenance, or in case of requisition/seizure of the vehicle by the State/Central administration or any other agency, it will be the responsibility of the contractor of the vehicle to get the vehicle released, till such time, the contractor has to make arrangements for an alternative vehicle immediately, failing which, alternative vehicle will be engaged by POWERGRID, for the period of absence at the risk and cost of the contractor.
- 17.0** The damage caused, if any, to POWERGRID's property due to the negligence of the driver, shall be made good by the contractor at his risk and cost.
- 18.0** It will be the responsibility of the contractor to ensure that the vehicle is registered as per the Motor Vehicle Act as amended from time to time. The contractor shall ensure the validity of R.C. Book/ Registration, Insurance, Driver's License and any other relevant documents for the entire contract period and also for the extended period of the contract, if extended. The copies of the above shall be available with the driver throughout the contract period.
- 19.0** The contractor is required to maintain a daily logbook (issued by POWERGRID) of the movement of the vehicle under the contract Entry regarding distances covered, for the use of POWERGRID, which shall be made every day in the logbook by the driver and shall be signed by POWERGRID Officials. The same shall be verified by the Officer-in-charge or his authorized representative. All the logbooks shall be handed over to POWERGRID at the end of the contract period or on termination of the contract. The logbook maintained by the contractor shall be recorded daily and the same shall be signed by POWERGRID representative / or Officer-in-charge.
- 20.0** The agency must take prior approval of Engineer In-charge or its Authorized person before appointing the drivers & also bidder must carry out proper verification of drivers before appointment.
- 21.0** Drivers should not be removed from service by the agency after initial appointment without sufficient & valid reason and without permission of Engineer In-charge or its Authorized person. However, POWERGRID reserves the right to remove driver from service at any time during the currency of contract without assigning any reason to successful bidder.
- 22.0** **Contract Period:** The contract period shall be **36 (Thirty-Six) months** from one month of firm order /GeM Contract/ LOA or actual date of deployment of vehicle, whichever is earlier.
- 23.0** **Payment Terms:** As per **Payment terms** attached.
- 24.0** **GENERAL:**
- 24.1** The Contractor shall place into service only good quality Diesel/petrol driven vehicles with posh interiors, noiseless drive and in perfect running condition, as per POWERGRID's requirement. The vehicle shall always be provided with basic fittings/ accessories/ equipment for maximum comfort of passengers. All items shall invariably be in good working condition.
- 24.2** The vehicles shall be kept clean. The wind screen, wiper, door locking mechanisms etc. shall be in good working condition.

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

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Annexure-IV

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SPECIAL TERMS AND CONDITIONS OF CONTRACT for Providing service of 01 No. SUV type vehicle

on Hire basis with seating capacity of 6+1 Maruti Ertiga equivalent / higher Model of any make which shall be less than one year old as on the date of deployment for SRTCC RHQ, Bengaluru for a period of 3 years

VEHICLE REQUIREMENT:

01. 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 vehicles shall be registered as hired vehicles with **All India permit. The vehicle shall be registered in the name of the contractor or alternatively the contractor should have authorization for deploying the vehicle for the entire contract period from the owner of the vehicle.** 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.
02. **The vehicle should be deployed within 30 days from the date of issuance of GeM contract.**
03. The vehicle will normally be required to ply within the jurisdiction of office as specified above. However, the vehicle has to travel other states POWERTEL office/site for work. Other state permit will be taken by contractor and payment of permit shall be reimbursed on production of payment receipt in original.
04. The vehicle should have all necessary tools, extra fittings i.e., cover for seats, extra horn, extra lights, inside lights and superior quality rubber mats for covering the floor. First Aid box with relevant medicines should be made available in the vehicle. The medicine shall be renewed so that they are within their expiry date. Further, other items like torchlight, umbrella/raincoat for driver, jerry can for carrying fuel in case of emergency etc. shall be available in the vehicle. The driver shall carry mobile phone and shall be available to be contacted at any point of time.
05. The vehicle should have reasonably good quality tyres with one Stepney to meet the requirement during emergency. Since the vehicle has to ply in rough terrain to take care of emergency conditions, it is the responsibility of the contractor to maintain the tyres in good condition throughout the tenure of the contract / at all time. The Officer In-charge will not permit the deployment of the vehicle unless this condition is satisfied.
06. The vehicle deployed shall comply with the latest pollution norms applicable from time to time.

CONTRACT PERIOD:

07. **The contract period shall be 36 (Thirty-Six) months from one month of firm order /GeM Contract/ LOA or actual date of deployment of vehicle, whichever is earlier.**
08. 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.

CONTROLLING AUTHORITY:

09. The vehicle will be in the control of the POWERTEL officer-In-charge, who is Chief Manager (AM-SRTCC) or his authorized representative.
10. 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 Karnataka and Other states of Southern Region as per the instruction from POWERTEL.

TERMS OF PAYMENTS:

11. The successful bidder will be paid a firm rate towards the hire charges per month. Detailed Terms of Payment is given in **Payment Terms Document** attached.
12. Bills shall be raised on monthly basis only. The monthly hire charges along with driver wages and Fuel charges shall be released within 30 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.**
13. **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.
14. **Fuel Reimbursement:** Vehicle Diesel/petrol charges shall be reimbursed by POWERTEL @ 01 (One) Ltr / 12 KM as per actual run of the vehicle and the fuel charges shall be paid at average rate of diesel/petrol (calculated by price on 1st and 15th day of each month) for the month.
15. **Uniform Reimbursement:** The bidder shall provide good quality uniforms to the driver as per the prevailing statutory regulations in deployment. One set of uniforms shall consist of two no's shirts, two no's pants, one pair of shoes and one pair of socks and one raincoat. One set shall be issued to the driver at the commencement of the contract, thereafter the next set shall be issued after the lapse of the 12th month of the previous issue. The reimbursement of **INR 3,500/- incl.GST** per year against uniform charges will be done on submission documentary evidence.
16. If the vehicle is utilized for any work which involves night halt outside the headquarters, night charges @450 per night shall be paid. In case the vehicles are run between 20:00 Hrs to 06:00 Hrs at the place of deployment (i.e. locally), INR 50/- per hour or part thereof shall be paid by POWERTEL towards the Driver Bhatta.
17. Due to any reason, in case of removal of one driver and deployment of new driver during the currency of the contract, Agency should provide the uniform to the new driver, without any financial implications to POWERTEL, for that particular year.

CONTRACTOR RESPONSIBILITIES:

18. 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.
19. The contractor will have to make arrangement for an extra driver at his own cost in case regular driver works.
20. 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.
21. The Contractor shall not use the vehicle for any purpose other than use by POWERTEL, during the currency of the contract.
22. 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 10th day of the month and evidence in this regard is to be submitted along with invoice of following month.**

2. Buyer Added Bid Specific ATC

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

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---