बिड संख्या/Bid Number: GEM/2026/B/8215066

दिनांक /Dated: 29-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Madhya Pradesh
विभाग का नाम/Department Name	Energy Department Madhya Pradesh
संगठन का नाम/Organisation Name	Madhya Pradesh Power Transmission Company Limited (mptransco) Jabalpur
कार्यालय का नाम/Office Name	Procurement
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ce.proc@mptransco.nic.in Buyer Email id: eet.seo@mptransco.nic.in
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549 (Q3)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
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**	3
विगत प्रदर्शन /**Past Performance**	50 %
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**	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
अनुमानित बिड मूल्य / **Estimated Bid Value**	54000
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of consignee receipt-cum-acceptance certificate (CRAC) 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

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

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).	26

(a).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 :

Executive Engineer
Executive Engineer (Testing) Division Madhya Pradesh Power Transmission Company Limited (MPTRANSCO)
Seoni, In front of dalda factory, 132KV Substation Seoni campus district Seoni (MP)
(Arun Kumar Vaidya)

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

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549 (4 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Construction	**Nominal Battery Voltage**	12.0 **(Volt)**
	Battery Capacity at 10-h Rate [C 10] (in Ah)	180, 200

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Material of Container	Polypropylene co-polymer (PPCP)
	Batteries Suitable For	Float Application

Additional Specification Parameters - Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549 (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Size of battery (required for 200KVA DG set)	51cm X 27cm X 21cm (Length X Width X Height) Should be feasible for installation of 200KVA DG set (Outdoor)

* Bidders offering must also comply with the additional specification parameters mentioned above.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Arun Kumar Vaidya	481115,400KV Substation MPPTCL, Kirnapur Dist. Balaghat (MP)	4	30

Buyback Detail

Item Name	Battery for 200KVA DG
Item Description	12Volt 180AH Battery
Serial No.	NA
Model	180H52CV
Brand	TATA Green
Year of Manufacturing	2021
Purchase On	2021-10-03
Age	
Size	
Rating	
Quantity	4
Unit	Volt and AH
Remark	

Uploaded Image	View Uploaded Image

अस्वीकरण/Disclaimer

The vendor will be responsible for the un-installation of Buyback items.

Special terms and conditions-Version:1 effective from 31-10-2025 for category Stationary Valve Regulated Lead Acid Batteries (V3) Conforming To IS 15549

1. **1.** The battery supply condition (factory charged), material and construction, separators, terminal post, cell lids, plates, electrolyte, connector, designation of cells, charger, flame arrestor, and marking requirements shall conform to the IS 15549 standard.

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

   Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. **Generic**

   OPTIONAL SITE VISIT:

   1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

   No entry cost is required. No liability will be on buyer side.

   2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all

liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

6. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

RAO MP Power Transmission Company Ltd.
payable at
Jabalpur
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

10. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

11. **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.

12. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer’s Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

13. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

14. **Buyback for Non PFMS / Non GPA**

Buyback for Non PFMS/Non GPA:
1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder

(excluding any GST on buy back) as indicated in column G below will be considered.
Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S.no	**Cost of Fresh Good (A)**	**%age of GST on Fresh Good as considered by seller at the time of quote (B).**	**GST Amount on Fresh Good (C)**	**Cost of Buyback item (D)**	**%age of GST on Buyback items (E) as fixed by buyer in the bid**	**GST Amount on Buyback item (F) as applicable at the time of invoice by buyer**	**Quote of the Bidder (G= {A+C-D})**
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97
Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G							

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
    1. Consignee wise
    2. Item Description
    3. Serial Number
    4. Model
    5. Brand
    6. Year of manufacturing
    7. Purchased on
    8. Age
    9. Size, Rating, Designation
    10. Quantity
    11. Min price (Optional)
    12. Unit
    13. Working Guidelines (/Functional/Non-Functional)
    14. Remarks
14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commis-sioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user’s premise and after supplying the fresh goods in terms of contract.
15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

15. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant

periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

16. **Service & Support**

    Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

17. **Warranty**

    Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

18. **Warranty**

    Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

19. **Past Project Experience**

    The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

    (i) Single order of at least 35% of estimated bid value; or
    (ii) Two orders of at least 20% each of estimated bid value; or
    (iii) Three orders of at least 15% each of estimated bid value.
    Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

20. **Buyer Added Bid Specific ATC**

    Buyer Added text based ATC clauses

Additional Term and Conditions

1. **AFFIDAVIT** : Bidder should not be the officer/ employee or relative of MPPTCL. As per Section-2 [TT] of the Company Act 2013, the definition of relative is as follows: -

   A person shall be deemed to be a relative of another if: -
   [a] They are a member of a Hindu undivided family, or
   [b] They are husband and wife, or

[c] The one is related to the other in the manner indicated below: -

Sr. No.	Company's Act 2013- Relatives
1	Father (including step-father)
2	Mother (including step-mother)
3	Son (including step-son)
4	Son's wife
5	Daughter
6	Daughter's husband
7	Brother (including step-Brothers)
8	Sister (including step-Sisters)

In compliance to the above condition an Affidavit (on stamp worth **Rs. 100/-**) should invariably be upload by the bidder along with their bids. (Format of Affidavit to be submitted is given in Annexure for ready refe rence). Otherwise offer is liable to be rejected.

After award of contract, successful bidder has ensured to submit the hard copy of Affidavit in original to th e buyer within 15 days of award of contract.

Annexure

[To be submitted/uploaded MANDATORILY by all the Bidders]

(AFFIDAVIT DATE NOT BEFORE SEPTEMBER-2026)

AFFIDAVIT (on Rs. 100 Stamp)

I, ... proprietor/ authorized signatory/owner of M/s .... Place ..... do solemnly affirm and stated that I/ W e am/ are not an officer/ employee or relative of MPPTCL.

This information is true to the best of my knowledge and belief. In case if the above stated informati on is found false/ incorrect at any stage, MPPTCL shall have all right to take any action as per tender/ enqu iry including cancellation/ termination of contract placed on above referred firm without any liability on MP PTCL.

_____

Place: .....

Date: ..... Name of Firm .....

Signature of Proprietor/

authorized signatory/ Owner

Seal of the firm .....

2. Buyback Battery Detail:

Buyback Detail	
Site/Place (Lifting from)	400KV Sub-station Kirnapur
Item Name	Battery for 200KVA DG
Item Description	12Volt 180AH Battery
Serial No.	NA
Model	**180H52CV**
Brand	TATA Green
Year of Manufacturing	2021
Purchase On	2021-09-13
Age	**5 Years**
Size	51cmX27cmX21cm
Rating	12 Volt
Quantity	04 No.
Unit Volt and AH	12Volt 180AH
Working Guidelines (Functional/Non – Functional)	Non-Functional
Min. Price Rs.	**3300/-**
Remark	The vendor will be responsible for the un-installation of Buyback items

3. **GST and TCS on Battery Buyback:** For the battery buyback component, the successful bidder shall pay

18% GST and TCS @ 2% on the quoted buyback value, as over and above their quoted buyback rate. Before being permitted to lift old batteries, the above-mentioned GST and TCS amount must compulsorily be paid by the seller as follows:

i. Through DD in favor of RAO MPPTCL Jabalpur, or

ii. If the seller agrees, it will be directly deducted from the bill.

Example:

Tax Invoice or buyback Calculation

Sr. No.	**Buy back item Qty. (A)**	**Unit (B)**	**Min. Unit Price (Rs.) (C)**	**Total Taxable Amount (Rs.) (D= A*C)**	**Tax Rate GST @18% (Rs.) (E=D* 18%)**	**TCS @2% (Rs.) ((F=(D+E) *2%))**	**Total (Rs.) (G=E+F)**
1.	4	No.	3300	13200	2376	311.52	2687.52
						In round figure	2688/-

4. **Penalty:** In case the successful bidder fails to lift the old batteries from the site within 30 days from the date of issue of the Order, a penalty at the rate of ½% (0.5%) per week or part thereof of the total quoted buy back value of the old batteries shall be imposed for the delay in lifting of old batteries.

   The total penalty shall be subject to a maximum limit of 10% of the total quoted buyback value of the old batteries. If the successful bidder fails to lift the old batteries within the guarantee period. Than it will be treated as non-compliance of order and SD will be forfeited.

   After expiry of the warrantee period of 2 Years, the successful bidder shall have no right, claim, or entitlement whatsoever in respect of the said old batteries and no claim for lifting or collection of the old batteries shall be entertained thereafter.

5. **Details of Consignee Location and Required Batteries:** The new batteries should be suitable for the 200 KVA DG Set with the dimensions (51cmX27cmX21cm) specified in the buy-back battery details. The supply of new batteries, along with the buy-back of old batteries, will be carried out at **400 KV Substation, MPPTCL, Kirnapur, District Balaghat (M.P.)- 481115**.

6. **Submission of additional documents -** Bidders may please note that the evaluation shall be carried out based on documents, certificates etc. submitted by the bidders along with their bid and in case of incomplete documentation, their bid may run the risk of rejection as preferably, no additional documents shall be sought by MPPTCL and no additional documents after submission of bid will be accepted from the bidders. However, one chance may be given to bidders for submission of necessary information/ documents/ clarification within a reasonable time indicated in request letter of MPPTCL subject to maximum of 07 working days from the date of request made. However, such request for submission of additional Information/ documents/ clarification shall be made by MPPTCL within 15 working days from date of opening of techno-commercial bid. Thereafter, based on available documents/ information, proposal shall be finalized i.e. the bids of such bidders who failed to submit requisite documents within prescribed time mentioned in request letter of MPPTCL shall be rejected on account of incomplete documents. Also, MPPTCL will not make any further correspondence in above reference. Therefore, while submitting the bid, Bidders are requested to ascertain thoroughly and verify that the documents, certificates etc. being submitted are correct and in line wit

h requirements stipulated in the bid. In case of incomplete/ incorrect submission of documents, certificates etc. or in-case are not fulfilling requirements/ qualification criteria etc., bids may run risk of rej ection for which bidders shall be solely responsible.

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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.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---