बिड संख्या/Bid Number: GEM/2026/B/7346325
दिनांक /Dated: 07-04-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-04-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-04-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Sjvn Limited
संगठन का नाम/Organisation Name	Sjvn Limited
कार्यालय का नाम/Office Name	Njhps Sjvn Jhakri Hp 172201
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - AMC of HVOF Equipments Installed in Hard Coating Facility of NJHPS SJVN Jhakri; Oerilikon Metco; Annual Maintenance Contract (AMC); Annually; Yes
अनुबंध अवधि /Contract Period	2 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	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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	5 Days
अनुमानित बिड मूल्य / Estimated Bid Value	6473244
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	129500

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). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
DGM(F&A)
Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(Njhps, Sjvn Ltd. Jhakri)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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

Scope of Work:1773231582.pdf

Product/Equipment Details:1773231596.pdf

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:1775475995.pdf

Customized AMC/CMC For Pre-owned Products - AMC Of HVOF Equipments Installed In Hard Coating Facility Of NJHPS SJVN Jhakri; Oerilikon Metco; Annual Maintenance Contract (AMC); Annually; Yes (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Product category	AMC of HVOF Equipments Installed in Hard Coating Facility of NJHPS SJVN Jhakri
Product Brand	Oerilikon Metco
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Annually
Manpower Required	Yes
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Sudhir Kumar	172201,OFFICE COMPLEX NJHPS SJVN JHAKRI	1	• Number of months within the contract period for which service is required : 24

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

ADDITIONAL TERMS & CONDITIONS

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Tender enquiry is hereby invited under **two-part bid** system through **GeM portal** from **Original Equipment Manufacturer i.e. M/s Oerilikon Metco or their authorized dealer(s) on behalf of SJVN Ltd.** for **"Annual Maintenance Contract of HVOF Equipments(Gas & Liquid Fuel based) Installed in Hard Coating Facility of NJHPS, SJVN Ltd., Jhakri for a period of two (02) years {Detailed scope of wor**

k is as per Annexure-A enclosed}".

(A) INSTRUCTIONS TO BIDDERS (ITB):-

1.0 PLANT INFORMATION

The 1500 MW Nathpa Jhakri Hydroelectric Power Plant is located between Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh.

2.0 COMMUNICATION AND TRANSPORT LIMITATION

The Plant Site is located in the interior of Himachal Pradesh. The dam is located on the Sutlej River near village Nathpa in District Kinnaur. The underground power house is located near village Jhakri in District Shimla. Jhakri is ahead of Shimla, the capital of the State of Himachal Pradesh about 150Km on NH-5.

The rail head (broad gauge) is at Kalka (NR). Kalka is about 235 Km (Approx.) from Jhakri.

Approximate Distance from Kalka	**To Mumbai**	**To Kolkata**	**To Chennai**
(i) By Rail	1906	1809	2558
(ii) By Road	1753	1791	2482

The distance from Kalka to Delhi by road is 285 Km (approx.).

From the Kalka rail head, the Project is approachable by the following roads/routes:-

(i)	Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur - Jhakri (NH -5).	:	235 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri.	:	252 Km (Approx.)

(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri.	:	337 Km (Approx.)

Transport Limitation

The transport limitation by road from Kalka to the Plant Site at Jhakri would be the governing factor in respect of the permissible package size and weight. Bidder should consider all factors as can be envisaged for transportation of equipment to avoid and overcome the hindrances/ limitations on existing road on account of weather conditions and any other reasons without affecting the schedule.

3.0 **MINIMUM QUALIFYING REQUIREMENT:** The bidder must be an original equipment manufacturer **(M/s Oerilikon Metco)** or their authorized dealer(s).

In support of above, Bidder (s) shall submit Copy of Authorization Certificate from original equipment manufacturer **(M/s Oerilikon Metco)** if the bid is submitted by authorized dealer(s).

Remarks: - Any authorized dealer (s) can participate in the tender, however in case where the original equipment manufacturer has also submitted the bid along with authorized dealer (s), then bid of original equipment manufacturer shall be considered and bid (s) of authorized dealer (s) will not considered and EMD will be returned.

4.0 **SCOPE OF WORK:** The scope of work includes **"Annual Maintenance Contract of HVOF Equipments (Gas & Liquid Fuel based) Installed in Hard Coating Facility of NJHPS, SJVN Ltd., Jhakri for a period of two (02) years. The detailed scope of work is as per Annexure-A attached and same shall be the integral part of the contract.**

4.1 **The detailed BOQ is as under:**

Sr. No.	Description	Quantity	Unit
A	**AMC FOR HVOF EQUIPMENT (GAS-FUEL-BASED)**		
A(1)	**Preventive Maintenance + Calibration Visits {The detailed Scope of Work is as per Annexure-A enclosed}**		
1.	Preventive Maintenance Visit + One Calibration Visit {03 days per visit} {One visit per year}	2	Visit

A(2)	**Only Preventive Maintenance Visits {The detailed Scope of Work is as per Annexure-A enclosed}**		
2.	2nd Preventive Maintenance {02 days per visit} {One visit per year}	2	Visit
B	**AMC FOR HVOF EQUIPMENT (LIQUID-FUEL-BASED)**		
B(1)	**Preventive Maintenance + Calibration Visits {The detailed Scope of Work is as per Annexure-A enclosed}**		
1.	Preventive Maintenance Visit + One Calibration Visit {03 days per visit} {One visit per year}.	2	Visit
B(2)	**Only Preventive Maintenance Visits {The detailed Scope of Work is as per Annexure-A enclosed}**		
2.	2nd Preventive Maintenance {02 days per visit} {One visit per year}.	2	Visit
C	**Optional Break Down Visits {The detailed Scope of Work is as per Annexure-A enclosed}**		
1.	Optional Break Down Visit {each visit of one day} {Two visits per year}	4	Visit

Remarks: *It has been also anticipated in a period of two years, there can be positive (+ve) variation in the Emergency Maintenance Visit due to unforeseen exigencies/requirements of the work. Such visits, if availed, shall be payable on actual basis (as per price indicated in LOA/GEM Contract) after due approval of competent authority.*

Note: All participating bidder(s) must submit a breakup of the quoted price, including GST, as per the "BREAK UP OF CONTRACT PRICE" format enclosed at Annexure-B. The format for "BREAK UP OF CONTRACT PRICE" (Annexure-B) must first be downloaded and then uploaded again after filling it in. The breakup of the contract price shall form an integral part of the contract, and the payment shall be regulated as per this breakup only. No price part/price breakup is to be submitted along with the techno-commercial part of the bid; otherwise, the bid shall be rejected as nonresponsive as per GeM GTC Clause No. 3.0(xvii).

4.2 All special T&P items required for maintenance activities shall be under the scope of service agency.

4.3 Travel Charges & Local Transportation for the visit shall be in the scope of service agency.

4.4 Boarding and lodging for every scheduled and emergency visit at Jhakri shall be provided by SJVN on free of cost.

4.5 SJVN shall make the equipment fully available to the service engineer for carrying out the required maintenance/calibration work. Power/water/gas/compressed air as per requirements of equipments will be made available during service interventions.

4.6 SJVN shall arrange visit gate pass in advance for visiting service engineer.

4.7 SJVN shall arrange for material returnable gate pass for tools/tool kits of service engineer.

5.0 EARNEST MONEY DEPOSIT/BID SECURITY:

5.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting to **₹ 1,29,500/- (Rupees One Lac Twenty-Nine Thousand Five Hundred only).**

5.2 **EARNEST MONEY DEPOSIT/BID SECURITY EXEMPTION: -** The bidder seeking Earnest Money Deposit/Bid Security exemption, must submit the valid supporting document for the relevant category as per GeM GTC along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from submission of Earnest Money Deposit/Bid Security. Traders are excluded from the purview of this Policy. **If the MSE/NSIC/Startup India certificate does not contain the item(s)/Services) as listed in our NIQ/NIT and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.**

Remarks: The exemption of the submission of the EMD shall be given to the MSE/Startup firm only after verification of their MSE registration on MSME Databank {i.e. on website https://udyamregistration.gov.in} and DPIIT website { https://www.dpiit.gov.in }.

5.3 The bidder must also submit the bid security declaration form as per **Annexure-C**. enclosed.

5.4 The cost for purchase of bid document & Bid Security/EMD shall be submitted/deposited ONLINE in SJVN account through NEFT/RTGS as per detail given below:

Beneficiary Name:	SJVN LTD O AND M ACCOUNT, Payable at SBI Jhakri
Account No:	11543142129
IFSC Code:	SBIN0006988
Bank Branch:	SBI Jhakri

Caution: Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event o f funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its ser vice provider would not responsible for the same.

5.5 The cost for purchase of Bid Security/EMD through electronic fund transfer is to be credited in SJV N account before bid closing date as specified in the tender. The bidder shall also upload the supporti ng documents of EMD with transaction ref. no. along with their bid.

5.6 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TDR {Pledged in favour of the NJHPS, SJVN Ltd. Jhakri**} or BG (**As per SJVN Format(An nexure-I)/GeM standard format**) is also acceptable. In case the EMD/Bid Security is submitted in t he form of a Bank Guarantee, the Supplier's/Contractor's bank shall, while issuing the physical Bank Guarantee, also send an electronic confirmation via the SFMS to the Employer's/Buyer's beneficiary b ank, as per the details provided in ITB Clause 5.0(5.4). The FDR/TDR/BG in original/physical form sho uld reach preferably on or before bid closing date at the address given below:

Dy. General Manager

(Procurement & Contract Department),

NJHPS, SJVN Ltd. Jhakri,

Distt. Shimla (H.P.)-172201

- **If EMD in the form of FDR/TDR/BG does not reach in physical form with in Ten (10) days a fter the closing date, the bid(s) shall not be entertained and such bid(s) shall be treated a s late bid(s)/non-responsive bid(s).**

Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered. If any bidders submitted EMD in the form of DDs, local Cheque/ outsta tions Cheque then SJVN may ask the bidder to submit the EMD as per clause no. 5.4 & 5.6 as above and the same should reach within ten (10) days from the date of SJVN's clarifica tion through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.

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5.7 The bid security/ EMD and bid security exemption certificates shall remain valid for a period of 45 days beyond the original bid validity period and any extension subsequently requested. If the Bid security/ Exemption certificate is not found valid for 45 days beyond the original bid validity period and any extension subsequently requested, SJVN may ask the bidder to extend the validity of the Bid security/ Exemption certificate for a period up to 45 days beyond the original validity period or else submit the EMD/ Bid security. Such EMD/ bid security shall be sent as per clause no. 5.4 & 5.6 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

5.8 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the opening of Price bid

5.9 The bid security of the successful bidder will be returned when the bidder has furnished the required performance security.

5.10 No interest shall be payable by the Owner on the above Bid security.

5.11 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form;

(b) if the Bidder does not accept the correction of its Bid Price;

(c) if the Bidder does not withdraw any deviations listed in Deviation Schedule at the cost of withdrawal indicated by him;

(d) if the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in Deviation Schedule but found elsewhere in the bid; or

(e) in the case of a successful Bidder, if the Bidder fails within the specified time limit;

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

(iii) To start activities according to Work Completion Schedule.

6.0 SUBMISSION OF BIDS: The bids will be submitted through GEM portal. The bid is called under two (02) part as under:-

A. **Price Bid Part:-** The price bid shall be submitted through GeM. The price is to be quoted inclusive of GST as applicable.

Note: All participating bidder(s) must submit a breakup of the quoted price, including GST, as per the "BREAK UP OF CONTRACT PRICE" format enclosed at Annexure-B. The format for "BREAK UP OF CONTRACT PRICE" (Annexure-B) must first be downloaded and then uploaded again after filling it in. The breakup of the contract price shall form an integral part of the contract, and the payment shall be regulated as per this breakup only. No price part/price breakup is to be submitted along with the techno-commercial part of the bid; otherwise, the bid shall be rejected as nonresponsive as per GeM GTC Clause No. 3.0 (xvii).

B. Techno-Commercial bid part consist of followings:

- **Authorization Certificate from Original Equipment Manufacturer if the bid is submitted by authorized dealer.**
- Copies of ESIC (if applicable) & EPF (if applicable), PAN Card No. and GST No. etc. Any other documents as required/ asked in the tender are to be uploaded/ submitted along with the bid.
- Bid Security Declaration as per **Annexure-C (as per clause 5.3 above).**
- Signed copy of Pre-Contract Integrity Pact as per format enclosed at **Annexure-D(as per clause 9.0 below).**
- Undertaking regarding Land Boarder Sharing as per **Annexure-E** (**as per clause 10.0 below).**
- **TReDs registration details or undertaking (Annexure-F) as per clause ref. no 11.0 below (for MSE vendors only).**
- **Bank Account Details duly authenticated by the Bank/Copy of the cancelled Cheque.**

Remarks:

- SJVN reserves the right to ask the additional information after the opening of the bid.
- **The bidder not submitting the information/documents as per Techno-Comme**

rcial bid part as above shall be considered non-responsive & their price bid shall not be opened.

► The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.

7.0 **PRICES:** Prices quoted by the Bidder shall be **FIRM** during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected**.**

8.0 CORRUPT OR CORRUPT OR FRAUDULENT PRACTICES

A. It is expected from the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees that they will observe the high standard of ethics during the bidding process and execution of such Contracts. **For this purpose, the applicant shall sign integrity pact as per clause no. 9.0 of ATC.** In pursuance to this policy:

a) For the purpose of this provision, the terms set-forth below shall mean as under:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) A Bid shall be rejected by the Employer if it is determined at any stage that respective bidders / Contractor and/or any of its personnel, or its agents, or its Subcontractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for the Contract in question.

c) The Employer will declare a bidder / contractor ineligible or may terminate the contract, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for or in executing the Contract in question**.**

9.0 ADOPTION OF INTEGRITY PACT:

To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons /officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed in **ANNEXURE-D**) is a basic qualifying requirement. If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture. In case of sub-contracting, the principal contractor shall be solely responsible adherence to the provisions of IP by the sub-contractor(s).

To oversee the compliance of obligation under the Integrity Pact, a panel of Independent External Monitor(s) (IEMs) have been appointed by concerned authority. The Contact address of IEMs is as under:

1. Sh. Devendra Verma , ISS (Retd.)

   604, Tower-14, Purvanchal Royal City, Chi V,

   Greater Noida, G.B. Nagar(UP)-201310

   Email: verma.davendra@gmail.com.

2. Sh. Prashanta Kumar Agarwal, IPS (Retd.), Independent External Monitor,

   House No. 762, Sector-17,

   Faridabad (HR)-171002.

   Email: agarwal.prashanta@gmail.com.

All pages of the Integrity pact to be signed between SJVN Ltd. and the bidders / contractors on plain papers at the time of submission of bid as per the approved format. The Integrity Pact shall be duly signed on behalf of the employer (SJVN Ltd.) is given in forms & procedure of these bid documents. Signed copy of the Integrity Pact is to be included in the bid document while issuing Tender Document / uploading the tender documents on the Portals. The integrity pact shall be downloaded, printed and signed by bidder on each page. The scanned copy of duly signed Integrity Pact shall be uploaded by the bidder along with the bid.

Further following may also be noted:-

IP is deemed as part of the contract so that the parties concerned are bound by its provisions.

Failure to sign the integrity pact by applicant shall be liable to outright rejection of application / bid.

The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-judicial Stamp Paper of Rs 100/- within 15 days from the date of issue of LOA.

10.0 Preference for procurement of goods/Services/Works from Local Suppliers under Public Procurement (Preference to Make in India) Revision PPP-MII order 2017 dated 16/09/2020 & MOP order 28/07/2020 in respect of Hydro Power Sector: Not applicable as being single tender enquiry against OEM/OES.

11.0 RESTRICTIONS IMPOSED BY GOVT OF 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 specified in Annexure-I of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020 and various amendment/clarification issued in this regard. The bidders for the purpose of compliance and its procedure for registration from Competent Authority etc. The bidder has to submit the undertaking as per **Annexure-E (enclosed)** regarding compliance of above-mentioned order. In case the undertaking given by the bidder whose tender has been accepted by the Employer is found false at the later stage, this would be a ground for immediate termination and further legal action shall be taken in accordance with law.

12.0 MANDATORY REGISTRATION ON TReDS PORTAL FOR MSME VENDORS:

TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. It addresses the issue of delayed payments to MSMEs. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). It is mandatory to all CPSEs to register themselves and ensure mandatory on boarding of MSE vendors on TReDS portal.

There are three TReDS platforms which are presently operational in India. Receivables Exchange of India Ltd (RXIL), M1xchange and Invoicemart. Currently SJVN Ltd. is transacting with M1xchange and Invoicemart TReDS platforms only. MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e –discounting /electronic factoring services on TReDS platform and following the procedures defined therein.

Therefore, all MSEs Vendors in their own interest are hereby requested to register themselves on TReDs portal .**The contract shall be awarded to eligible MSE bidders only if they get themselves registered on TReDs portal**. Therefore, the bidders shall submit the TReDs registration details along with their bid or else can also submit an undertaking **(Annexure-F)** on their letterhead that " **it is confirmed that our firm shall get registered on TReDs if found L-1 before placement of order**" along with their bid. The MSE bidders shall have to ensure registration on TReDs portal and submit documentary evidence before award of contract failing which contract shall not be awarded.

13.0 SIGNING OF THE CONTRACT AGREEMENT (Format enclosed at Annexure-G)

I. The Contract Agreement shall be signed only after submission of required CPG/PSD by the contractor in line with relevant provisions of contract and its acceptance by EIC/OICs/P&C.

II. The Contract Agreement (s) will be signed in three (3) originals on non –judicial Stamp Paper (03Nos) of ₹ 100/- each along with Six (06Nos) copies of judicial paper of ₹ 1/-each within 30(thirty) days of issue of Notification of awards/letter of Awards and the contractor shall be provided with one signed copy of “Original Agreement” and other will be retained by the owner. **The non-judicial stamp papers & judicial papers are to be purchased from Himachal Pradesh only**.

III. The agreement shall be signed by the authorized signatory of contractor. **, While signing of agreement, satisfactory evidence of authority of the Authorized Signatory signing on behalf of the Contractor shall be furnished on non-judicial stamp paper of an appropriate value in the form of a Power of Attorney/Authorization Letter, duly notarized by a Notary Public, indicating that the Authorized Signatory signing the agreement have the authority to sign the agreement and that the agreement is binding upon the contractor.**

IV. Subsequent to signing of the Contract(s), the contractor at his cost shall provide the owner with at least four (4) copies of Agreement (Hard Bound) with in twenty (20) days after signing of the contracts.

Note: ***The Notification of Award/Letter of Acceptance will constitute the formation of the Contract until formal agreement is signed and further subject only to the furnishing of a performance security deposit in accordance with the relevant Provisions of Tender /Bid Documents***.

14.0 SUBMISSION OF DOCUMENTS BY POST:

The following documents in hard copy/original form sealed in envelop super scribed as **“ “Annual Maintenance Contract of HVOF Equipments(Gas & Liquid Fuel based) Installed in Hard Coating Facility of NJHPS, SJVN Ltd., Jhakri for a period of two (02) years” (PCD-1019(O&M)/2026} ”**are to be sent through post:-

(i) Earnest Money Deposit (In original) if submitted in the form of FDR/TDR/BG as per **clause no. 5.0**

► These scanned copies of above documents should be uploaded on GEM Portal and is to be reach on or before closing date and time as per the GEM Bid.

► Any documents as asked or required are to be sent to the following address:-

Dy. General Manager,

Procurement and Contract Department,

NJHPS, SJVN Ltd., Jhakri,

Distt. Shimla (H.P.)-172201.

<u>**Remarks:**</u> **The scanned copy (ies) of the document(s) asked as above are to be uploaded on GEM Portal and should reach in original/physical form at above address preferably on or before bid closing date as specified in the tender. However, the original document(s) in physical shall also be acceptable within ten(10) days after bid closing date, otherwise bid(s) shall not be entertained and such bid(s) shall be treated as late bid(s)/non-responsive bid(s). Also, if the original document(s) in physical form are found to be at variance than the scanned copies submitted /uploaded earlier along with e-bids, the bid(s) will be treated as non-responsive.**

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(B) <u>GENERAL CONDITIONS OF CONTRACT (GCC)</u>

1.0 DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) **"The Contract"** means the Contract Agreement entered between the Owner and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) **"The Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

(c) **"The Services"** means all those services necessary for the servicing/supply of the material and other such obligations of the Contractor covered under the Contract.

(d) **"The Owner"** means the **SJVN Limited**.

(e) **"The Contractor"** means the individual or firm carrying Supplying the material and providing the services under this Contract.

(f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

(g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition".

2.0 CONTRACT PERFORMANCE SECURITY

2.1 Within **twenty-eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA/date of start of GEM Contract, the successful Bidder shall furnish to the Owner, an unconditional performance security for **five percent (05%)** of the Contract Price, with validity up to **60 days after expiry of contract period (Refer Clause 7.0 below).**

2.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. **The GST as applicable shall be attributable to the contractor extra**.

2.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee **{As per SJVN standard format enclosed (Annexure-H) or as per the standard format of GeM (if any)}** issued preferably by a nationalized Bank/ any scheduled as per RBI guidelines**,** acceptable to the Owner or in the form of FDR or TDR (pledged in favour of SJVN Ltd.) or Online Bank Transfer in SJVN Bank (As per bank account detail mentioned in ITB, Sr. No. 5.4 above). In case the Contract Performance Guarantee (CPG) is submitted in the form of a Bank Guarantee, the Supplier's/Contractor's bank shall, while issuing the physical Bank Guarantee, also send an electronic confirmation via the SFMS to the Employer's/Buyer's beneficiary bank, as per the details provided in ITB Clause 5.0(5.4).

2.4 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after the after completion of guarantee period of the work.

2.5 **In case any delay in the submission of CPG, Interest shall be charged on per day basis on the amount of CPG@SBI MCLR as on date of bid submission + 200 basis point.**

2.6 The MSE/ NSIC/Startup firms are not exempted from the submission of the Contract Performance

Security.

Note: In case last day of submission of performance security happens to be a bank holiday, the last day of submission shall be the next working day.

3.0 PAYMENT TERMS

3.1 The 100% prorata per visit Payment along with taxes{as per "**Price Break-up Schedule" submitted/uploaded along with the bid**} shall be made within 45 days after satisfactory completion of the work/services and on submission of following documents to EIC for verification:

(i) Bill duly verified by the concerned EIC or his authorized representative.

(ii) Unequivocal acceptance of Letter of Award/GEM Contract along with contract agreement copy (with 1st Bill only).

(iii) Copy of CPG as per GCC Clause-2.0 above (With 1st Bill only).

(iv) Copy of PAN Card. (With 1st Bill only).

(v) Copy of GST No. (With 1st Bill only).

(vi) Service Report/Calibration Report (As applicable).

(vii) Certificate of satisfactory completion issued by EIC of the work for the visit whose payment is claimed.

(viii) Signed copy of Integrity Pact as per Annexure-D.

3.2 All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & Small Enterprises) supplier/contractor under the contract shall be released within forty-five (45) days from the day of acceptance.

Day of acceptance means day of actual delivery of goods or the rendering of services; or where any objection is made in writing by SJVN regarding acceptance of goods or services within fifteen days from the date of delivery of goods or the rendering of services, the day on which such objection is removed by the contractor/supplier.

In case payments are not released as mentioned above, SJVN shall pay the principal amount plus compound interest with monthly rests from the date immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India time to time.

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3.3 All the payments for the supplier and/or services (as applicable) rendered by non-MSEs (Non- Mi cro & Small Enterprises) supplier/ contractor under the contract shall be released within forty-five (45) days from the receipt of invoices/bills from the contractor/ supplier complete in all respects.

In case payments are not released as mentioned above, SJVN shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% p.a.

3.4 In order to comply with necessary formalities under GST while making payments, computation tax, invoicing, filling of returns etc. under Notification No 10/2017, Chapter VI,46 tax invoice' invoice for goods and services to contain following particulars namely:-

a) Name, Address & GSTIN of the Supplier

b) Specific Invoice Number format

c) Name and address of recipient

d) Address of Delivery

e) HSN code of goods and SAC for Services

f) Description and quantity of goods/services

g) Value of goods

h) Rate and amount of tax

i) Other prescribed information Name, Address & Contact Details (Tel. no. etc.) of the Service Provider.

3.5 **TAX DEDUCTION AT SOURCE UNDER GST/IT ACT:** SJVN shall be entitled to make all deducti towards taxes from the payments to be made to the contractor as may be mandatory as per rules u er GST/IT Act. However, SJVN shall give a statement in respect of such deductions to the contractor.

4.0 FORCE MEAJEURE

4.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to complete the work due to the act of God, war declared or undeclared, acts of public enemy, riots, civil commotion, invasion, insurrection, sabotage, acts of restraint of Government, federal, state or municipal action or regulation, fire, flood, hurricanes, accidents, epidemic, quarantine, restrictions, or other causes, contingencies or circumstances not subject to their control, whether of a similar or dissimilar nature which prevents the Contractor from completion of work. Any such cause or delays even though not existing on the date of the contract on or the date of start of reclaiming shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of normal reclamation work even though such case may occur after performance of firm's obligation has been delayed for the other causes.

4.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Owner in writing of such condition and the cause thereof. Unless otherwise directed by the Owner in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.0 INSURANCE

5.1 The contractor shall insure his men & machinery etc. against any mishap/accident. Contract shall submit the insurance policy to this effect to EIC of the work. SJVN shall bear no responsibility and financial liability for any mishap/accident for contractor manpower/machinery.

6.0 PERIOD OF CONTRACT: The work is to be carried out as per the direction of EIC from time to time during the contract period. The Contract shall be for a period of two (02) years from the date of start of GEM contract.

7.0 DEPUTATION OF SERVICE ENGINEER: The work is to be completed as per the directions of EIC from time to time as under :-

(i) The preventive maintenance/calibration is to be started with in 01 month from the date of notification by EIC.

(ii) The call/ fault under Emergency/Breakdown is to be attended within 72 hours as per the notification by the EIC.

8.0 L.D. CHARGES

8.1 If the contractor fails to provide the preventive maintenance/Calibration visit at site within 01 month from the date of notification by EIC, then L.D. Charges of half percent (½%) per week of the delay or part thereof subject to maximum of ten percent (10%) shall be levied on the total prorata per visit charges.

8.2 If the contractor fails to attend the call/ fault under the Emergency/Breakdown visit within 72 hours from the date of notification by EIC, then L.D. Charges of half percent (½%) per day(24 hours) of the delay or part thereof subject to maximum of ten percent (10%) shall be levied on the total invoice value of that visit.

9.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

9.1 The Owner, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

(a) If the Contractor fails to complete any part of all the work or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Owner.

(b) If the Contractor fails to perform any other obligation(s) under the Contract.

(c) If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

9.2 In the event the Owner terminates the Contract in whole or in part, the Owner may get work completed, upon such terms and in such manner as it deems appropriate, Services similar to those not completed, and the Contractor shall be liable to the Owner for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

10.0 TERMINATION FOR INSOLVENCY

The Owner may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

11.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

11.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default" and "Outbreak of War". The Owner shall in such an event give seven (7) days notice in writing to the Contractor of his decision to do so.

11.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in storage, maintenance, protection, and disposition of the works acquired under the contract by the Owner.

11.3 In the event of such a termination, the Contractor shall be paid equitable and reasonable compensation, as dictated by the circumstances prevalent at the time of termination.

12.0 SETTLEMENT OF DISPUTES

12.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and the Owner’s Engineer

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12.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who within a period of ten (10) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

12.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

12.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within ten (10) days from the receipt of such notice, the said decision shall become final and binding on the parties.

12.5 In the event of the Engineer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as the case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.

13.0 ARBITRATION

13.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

13.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties.

13.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.

13.4 Arbitration(s) shall give reasoned award.

13.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning of being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

13.6 The arbitrator shall have full powers to review and/or revise any decision, opinion, directions certification or valuation of the Engineer in consonance with the contract.

14.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

15.0 APPLICABLE LAW

15.1 The Contract shall be governed by and interpreted in accordance with the laws in force in India **.** The courts of Rampur Bushahar/ Shimla shall have exclusive jurisdiction in all matters arising under the Contract.

16.0 NOTICES

16.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable telex, or facsimile and confirmed in writing to the other party's address specified in GEM BID.

16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17.0 **ENGINEER IN CHARGE (EIC):** Post award correspondences shall be carried out with HOD (HCF) , NJHPS, SJVN Jhakri, Distt. Shimla (H.P) who shall be the EIC of this work.

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2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file .

3. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---