

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	19-06-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-06-2026 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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	devender.kumar@sjvn.nic.in
कुल मात्रा / Total Quantity	120
वस्तु श्रेणी / Item Category	Guide Vane Bearing without DU Bushing (Upper) as per TS, SOW, QAP & Drawing enclosed at Annexure-B
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Guide Vane Bearing without DU Bushing (Upper)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>• Speedi sleeve</li> <li>• Bush Bearing</li> </ul>
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	Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

**बिड विवरण/Bid Details**

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा 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
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
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	9512280
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>10</b> 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)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	190246

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	24

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

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

#### लाभार्थी / Beneficiary :

DGM(F&A)

Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power  
(Njhps, Sjvn Ltd. Jhakri)

#### विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	The basis of award shall be lowest evaluated rates (FOR Jhakri with GST) for entire scope of supply on single responsibility and splitting the order at lowest evaluated rates between L-1 bidder {for 72 Nos. of Guide Vane Bearing (Upper) without DU Bushing} & L-2 bidder {for 48 Nos. of Guide Vane Bearing (Upper) without DU Bushing} only if, L-2 bidder agrees all the terms & conditions of the contracts at L-1 rates (FOR Jhakri with GST), otherwise the entire order shall be placed on the L-1 bidder. Further MSME policy will also be applicable and Eighteen (18) of Guide Vane Bearing (Upper) from L-1 & Twelve (12) Guide Vane Bearing (Upper) from L-2 bidders shall be considered for evaluation and award under MSME guidelines only if, MSE bidder agree all the terms & conditions of the contracts at L-1 rates (FOR Jhakri with GST) otherwise the order shall be placed as above on L-1 & L-2 bidders

#### एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

**Guide Vane Bearing Without DU Bushing (Upper) As Per TS, SOW, QAP & Drawing Enclosed At Annexure-B ( 120 pieces )**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

## तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document

[Download](#)

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	120	120

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

### 1. Scope of Supply

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

### 2. 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](#)

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **ADDITIONAL TERMS & CONDITIONS**

### **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 150K m on NH-5.

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

<b>Approximate Distance from Kalka</b>	<b>To Mumbai</b>	<b>To Kolkata</b>	<b>To Chennai</b>
(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:** As per PQR (Annexure-A) uploaded on the GEM Bid .

### **4.0 SCOPE OF PROPOSAL**

The scope of Proposal is “**Manufacturing, testing, transportation, insurance and supply of Guide Vane Bearing (Upper) without DU Bushing**” as per Technical Specification, Scope of Work, QAP & Drawing enclosed at Annexure-B. The scope of supply includes the followings items:-

Sr. No	Name of the Component	Material	Weight as per Drawing in Kg.	Casting Process	Qty (Nos.)
1	Guide Vane Bearing without DU Bushing (Upper) as per Technical Specification, Scope of Work, QAP & Drawing enclosed at Annexure-B.	G-SnBz12	27(Approx.)	Centrifugal Casting	120

4.1 The bidder shall be required to offer their rates & prices for delivery FOR Jhakri basis by road transport to be quoted and should be inclusive of P&F charges, Freight & Insurance Charges etc. and GST.

4.2 The basis of award shall be lowest evaluated rates (FOR Jhakri with GST) for entire scope of supply on single responsibility and splitting the order at lowest evaluated rates between L-1 bidder {for 72 Nos. of Guide Vane Bearing (Upper) without DU Bushing} & L-2 bidder {for 48 Nos. of Guide Vane Bearing (Upper) without DU Bushing} only if, L-2 bidder agrees all the terms & conditions of the contracts at L-1 rates (FOR Jhakri with GST), otherwise the entire order shall be placed on the L-1 bidder. **Further MSME policy will also be applicable and Eighteen (18) of Guide Vane Bearing (Upper) from L-1 & Twelve (12) Guide Vane Bearing (Upper) from L-2 bidders shall be considered for evaluation and award under MSME guidelines** only if, MSE bidder agree all the terms & conditions of the contracts at L-1 rates (FOR Jhakri with GST) otherwise the order shall be placed as above on L-1 & L-2 bidders.

## 5.0 QUALITY ASSURANCE PROGRAMME

5.1 The QAP to be followed for the supply of material under this contract is enclosed along with the Technical Specification (Annexure-B). **Pre-dispatch inspection of the material shall be carried out by the authorized representative of SJVN/HOD(PHMM) or Third party deputed by SJVN/HOD(PHMM) at supplier’s/contractor’s work as per technical Specifications, Scope of Work, QAP & Drawing (Annexure-B). The firm shall submit the inspection call 15 days in advance to the consignee.**

5.2 During the process of manufacturing or before dispatch of the material from the works of bidder, the material under manufacturing or manufactured shall be inspected & tested by the representative of SJVN/HOD(PHMM) or third party deployed by SJVN/HOD(PHMM) for the purpose at its own cost.

The material shall be inspected & tested as per the drawings and applicable IS or equivalent international standards. Such standards & procedures shall be provided by the supplier/contractor for the purpose of inspection & testing. All the expenses /cost towards such testing & inspection as per applicable standards shall be included in offered price by the bidder. Moreover SJVN Ltd. will bear the cost of having 3<sup>rd</sup> party for inspection if required.

5.3 The final inspection of the material shall be carried out by authorized representative of indenting deptt. of SJVN Ltd. at O&M Stores, Jhakri.

5.4 The MDCC to dispatch the material shall be issued by the SJVN/ HOD(PHMM).

5.5 **The material is to transport through “Registered Common Carrier” only (Registered Common Carrier mean the carrier registered with a State Transport Authority or a Regional Transport Authority).**

## **6.0 EARNEST MONEY DEPOSIT/BID SECURITY:**

6.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting to **₹ 1,90,246/- (Rupees One Lac Ninety Thousand Two Hundred Forty-Six Only).**

6.2 **The bidder must also submit Bid Security Declaration along with their bid as per format specified in Annexure-C enclosed.**

6.3 **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/Bid 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 sought 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 [udyamregistration.gov.in](http://udyamregistration.gov.in)} & DPIIT website [<https://dpiit.gov.in>].**

6.4 The 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 of funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service provider would not responsible for the same.

6.5 The Bid Security/EMD through electronic fund transfer is to be credited in SJVN account before bid closing date as specified in the bidding document. The bidder shall also upload the supporting documents of EMD with transaction ref. no. along with their bid.

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6.6 EMD /Bid security can also be submitted through FDR/TDR/BG [as per SJVN standard format/ as per GeM standard format].

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6.7 **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(Annexure-I) /GeM Standard Format(if any)} is also acceptable. **In case the EMD/Bid Security 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 6.0(6.4).** The FDR/TDR/BG in original/physical form should reach preferably on or before bid closing date at the address given below:

**Head of Department**

**(Procurement & Contract Department),**

**NJHPS, SJVN Ltd. Jhakri,**

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

**Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered, otherwise SJVN reserve the right to ask for EMD in the above format and the same should reached to SJVN in original within 10 days from the date of notification by SJVN.**

6.8 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 submit as per clause no. 6.4 & 6.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

6.9 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period or after the opening of price bid whichever is earlier.

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

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

6.12 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 withdraw any deviations listed in Deviation Schedule/Bid at the cost of withdrawal indicated by him;

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

(d) 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.

## **7.0 SUBMISSION OF BIDS: The bid is called under two (02) parts as under:-**

- A. Price Bid Part: Bidder shall be required to offer their rates & prices for entire scope of supply/work basis. FIRM prices FOR O&M Stores NJHPS, SJVN Ltd. Jhakri (HP, INDIA) basis is to be quoted inclusive of the charges towards P&F, Freight & Transit insurance including GST.**

**B. Techno-Commercial bid part consist of followings:**

- (i) **Documents as per PRE-QUALIFICATION REQUIREMENT for Proven Experience, Annual Financial Turnover, Financial Experience etc. (as per Annexure-A enclosed).**
- (ii) **Earnest Money Deposit (NEFT/RTGS/FDR/TDR/BG) / Copy of MSE/ NSIC / Start Up India certificate /Exemption Certificate as per clause no. 6.0 above.**
- (iii) **Bid Security Declaration Form as per Clause No. 6.2 (Annexure-C).**
- (iv) **Pre-Contract Integrity Pact as per clause no. 10.0 below {as per Annexure-D enclosed}.**
- (v) **Self-Declaration/Certification regarding Local Content as per Sr. no. 11.0 below (as per Annexure-E enclosed).**
- (vi) **Undertaking regarding Land Border Sharing as per Sr. no. 12.0 below (as per Annexure-F enclosed).**
- (vii) **Copy of GST Registration Copy of PAN No.**
- (viii) **TReDS Registration Details or else undertaking as per Sr. no. 13.0 below.**
- (ix) **Bank details duly authenticated by bank/ copy of cancelled cheque {For the purpose of only vendor codification in SAP system}.**

**Remarks:**

- ▶ **Any information relating to Price Bid shall not be included in the Techno-Commercial Bid Part. A Techno-Commercial Bid Part containing any information related to price bid shall be declared non-responsive.**
- ▶ 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-Commercial bid part as above shall be considered non-responsive & their price bids shall not be opened.**
- ▶ The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.

**8.0 BID EVALUATION:**

The basis of award shall be lowest evaluated rates (FOR Jhakri with GST) for entire scope of supply on single responsibility and splitting the order at lowest evaluated rates between L-1 bidder {for 72 Nos. of Guide Vane Bearing (Upper) without DU Bushing} & L-2 bidder {for 48 Nos. of Guide Vane Bearing (Upper) without DU Bushing} only if, L-2 bidder agrees all the terms & conditions of the contracts at L-1 rates (FOR Jhakri with GST), otherwise the entire order shall be placed on the L-1 bidder. **Further MSME policy will also be applicable and Eighteen (18) of Guide Vane Bearing (Upper) from L-1 & Twelve (12) Guide Vane Bearing (Upper) from L-2 bidders shall be consid**

**ered for evaluation and award under MSME guidelines** only if, MSE bidder agree all the terms & conditions of the contracts at L-1 rates (FOR Jhakri with GST) otherwise the order shall be placed as above on L-1 & L-2 bidders.

## **9.0 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 the Integrity Pact as per clause no. 10.0 of ITB.** 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 Sub-contractors, 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 in definitely 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.

## **10.0 ADOPTION OF INTEGRITY PACT [ANNEXURE-D ENCLOSED]:**

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](mailto: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](mailto: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.**

**11.0 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 and DPIIT order ref.no.P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19/07/2024.**

**11.1 Only Class 1 local supplier/contractor shall be eligible to bid in this tender.**

**11.2 Local Supplier Categories: Class-I Local Supplier- Minimum Local Content = 60%.**

**Definition of Local content:** 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**11.3 The bidder will submit following along with their bid:-**

1. Country of origin of Material/ Equipment/Services/Works
2. The bidder will submit the percentage (%) of local content along with Self-certification regarding Local Content in line with PPP-MII order, if applicable to be submitted on company letterhead by authorized person **{As per format Annexure-E enclosed}**.

11.4 In line with the revised PPP-MII order 2017 dated 16/09/2020, the bidder shall submit the self-certification, certifying that the item offered meets the Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on company letter head by the authorized person..

11.5 ***Self-declarations/ auditor's/ account's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MOP order 20/07/2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/supplier will be taken based on the recommendation of the Committee.***

**12.0 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-F** 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.

### **13.0 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 (**as per format enclosed at Annexure-G**) 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 falling which contract shall not be awarded.

### **14.0 INFLUENCING THE OWNER**

- ▶ No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.
- ▶ **Any effort by a Bidder to influence the Owner in the Owner’s bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder’s bid.**

### **15.0 SUBMISSION OF DOCUMENTS BY POST:**

The following documents in hard copy/original form sealed in envelop super scribed as for “**Manufacturing, testing, transportation, insurance and supply of Guide Vane Bearing (Upper) without DU Bushing for NJHPS, SJVN Ltd., Jhakri”{ PPR-2874(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. 6.0 above.**

- ▶ These scanned copies of above documents should be uploaded on GEM Portal along with bid 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:-

**HOD(P&C),**

**Procurement and Contract Department,**

**NJHPS, SJVN Ltd., Jhakri,**

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

**Phone No. 01782-275236.**

**Fax No. 01782-234049/ 275106.**

**Remarks: The scanned copy of EMD (if submitted in the form of FDR/TDR or BG) as asked above is 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 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.**

## **16.0 BILL TRACKING:**

Prior to the submission of the bills in physical form, supplier shall submit the bills in SJVN vendor bill tracking portal available in SJVN official website <https://www.sjvn.nic.in> under quick link section. Further, supplier may track the status of bills online through Vendor Bill tracking system. In order to use this system, a user manual for supplier is available under Vendor bill tracking system section. Supplier is required to enter the user ID, password and OTP (one-time password) for every log in. The user ID and password shall be obtained from the concerned department of SJVN Ltd. However, the OTP will be received to the supplier in the registered mobile number provided by supplier to the concerned department. Once the supplier has received its username and password from the concerned department, supplier shall follow the below mentioned steps:

- Once supplier received the user ID and password from the concerned department, the supplier can log in to vendor bill tracking system with the user ID, password and OTP.
- After Log in, supplier shall enter the details required in the vendor portal screen, and submit the invoice specifically to the concerned SJVN official's email ID (abcd@sjvn.nic.in), after submission a unique VITMS number (Reference Number) will be generated and supplier will receive an automated unique VITMS number (Reference Number) both in its registered email ID and mobile number.
- On receipt of the physical bill, concerned SJVN official shall online acknowledge the receipt of the bill. All the actions taken by the concerned officials of SJVN can be easily been tracked in the "Invoice Status Section" by supplier.
- After the final payment, vendor can download the details of the payment under check forwarding details section on the Invoice upload and track screen

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**B. GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 TRANSPORTATION AND PACKING:**

- 1.1 The supplier/contractor shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination. The transportation of the material shall also be arranged by the bidder from Ex-works to O&M, Store, NJHPS SJVN Ltd. Jhakri.

**2.0 INSURANCE**

The goods to be supplied under the scope of the supply shall be insured for all risks **Transit/ Marine Insurance** by the contractor till it is delivered at O&M Store, NJHPS, SJVN Ltd., Jhakri (H.P.) INDIA.

The Insurance should be done strictly as per the contract and consignee/EICs should take up the matter with the Supplier /contractor by writing e-mail immediately after the award to take insurance cover as per tender and Insurance policy should be shared with consignee through e-mail ([mmg.njhs@sjvn.nic.in](mailto:mmg.njhs@sjvn.nic.in)) before the dispatch of the material and material shall be only permitted for dispatch if the Insurance Policy is as per contract requirements. SJVN shall give comments regarding acceptance

ptance of Insurance Policy within two (02) working days after the receipt of same through e-mail.

If the Supplier does not take the above insurance cover in part or full as per tender conditions, then penalty @ 1% of total contract price FOR Jhakri including taxes & duties shall be imposed for contracts in which the payment is to be made after the supply of the material, otherwise above insurance compliance is to be ensured in case advance payment in part or full is to be made.

In case any short value insurance, the penalty shall be imposed on pro-rate basis based on the insurance receipt submitted by the contractor.

### **3.0 WARRANTY**

3.1 The material under the scope of supply under this contract will be under **warranty** for the normal working condition with allowable wear and tear for a period of 12 months from the date of installation or 18 months from the date of supply whichever is earlier. In case of any problem within the **warranty** period due to poor quality of material, poor workmanship etc., the same will be replaced or rectified free of cost at SJVN project site, as necessary within mutually agreed time schedule as per the direction of SJVN/EIC. **Copy/scanned copy of warranty certificate issued on letter head of supplier to be sent by post/through authorized e-mail of supplier/contractor.**

### **4.0 CONTRACT PERFORMANCE SECURITY**

4.1 Within **twenty-eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA, the successful Bidder shall furnish to the Owner, an unconditional performance security for **five percent (05%)** of the Contract Price inclusive of GST with a validity up to **60 days after the Warranty Period(Refer clause 3.0 above).**

4.2 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.

4.3 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 at 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. 6.4 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 6.0(6.4).**

4.4 The performance security will be discharged by the Owner and returned to the Contractor not la

ter than sixty (60) days after the after completion of Warranty period of the work.

4.5 **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.**

4.6 The MSE/ NSIC/Startup firms are not exempted from the submission of the Contract Performance Security.

## 5.0 PAYMENT TERMS

5.1 Hundred 100% payment along with 100% taxes and duties shall be made within 10 days after the CRAC and on submission of following documents to consignee for the release of the payment:-

- a) Invoices in triplicate.
- b) Dispatch clearance order issued by SJVN/HOD(PHMM).
- c) Unequivocal acceptance of Letter of Award/as per GEM provisions.
- d) Copy of Contract Performance Security.
- e) Copy of Insurance policy as per GCC Clause 2.0 above.
- f) Copy of GST Registration No. & e-way bill(as per applicable rule).
- g) Copy of GR duly acknowledged at NJHPS, Jhakri by consignee, for receiving of material in good condition.
- h) Test & Inspection report as per QAP's and technical specifications.
- i) Copy/scanned copy of warranty certificate as per clause no. 3.0 above issued on letter head of supplier to be sent by post/through authorized e-mail of supplier/contractor.
- j) Copy of signed Integrity Pact (to be signed after award).

5.2 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.

5.3 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.

5.4 All the payments for the supplier and/or services (as applicable) rendered by non-MSEs (Non-Micro & 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.

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

## 6.0 DELIVERY SCHEDULE

The basic consideration and the essence of the Contract shall be the strict adherence to the Delivery Schedule. The Maximum delivery period for complete scope of supply is **120 days** from the date of issue of LOA/GEM Contract as per GEM provisions.

## 7.0 LIQUIDATED DAMAGES

7.1 if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, the Owner shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, as specified here in below,

7.2 The Liquidated Damage for delay in delivery of goods beyond the maximum delivery period as stipulated at **clause 6.0** above shall be @ 1/2% (Half percent) per week or part thereof. The total amount of Liquidated Damages for delay under the Contract will be subject to a maximum of ten per cent (10%) of the Contract price).

7.3 Amount of Liquidated Damage shall be payable by the Supplier whenever demanded by the Owner and / or Owner can recover the amount of liquidated Damages (to the extent leviable at any time) from the amount payable to the Supplier available with Owner under this Contract.

7.4 Supplier's obligations and the Owner's remedies in respect of delay are solely and exclusively as stated in this Liquidated Damages clause subject to provisions of **Clause 8.0** and consequence thereof.

## **8.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT**

8.1 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.

8.2 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.

## **9.0 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.

#### **10.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**

10.1 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.

10.2 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.

10.3 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.

#### **11.0 SETTLEMENT OF DISPUTES**

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

## **12.0 ARBITRATION (WITH PVT. PARTY)**

12.1 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.

12.2 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.

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

12.4 Arbitration(s) shall give reasoned award.

12.5 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 or 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.

12.6 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.

## **13.0 ARBITRATION (WITH CPSEs)**

13.1 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative M

mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20/02/2020. The decision through AMRCD will be final and binding on all the concerned.

#### **14.0 APPLICABLE LAW**

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

#### **15.0 CONSIGNEE**

The Goods under this Contract shall be dispatched to the Consignee at the following address:-

**HOD (MMG Deptt.)**

**Nathpa Jhakri Hydro Power Station,**

**SJVN Ltd., Jhakri, Distt. Shimla, (HP)**

**Pin-172201 (INDIA)**

**Phone No. 0091-1782-275041; Fax No. 0091-1782-275827.**

**All post award communication regarding delivery of material & release of payment, EMD & CPG etc. is to be carried out with consignee at above contact information.**

\* \* \*

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

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

#### **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 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---**