

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	06-11-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Sjvn Limited
संगठन का नाम / Organisation Name	Sjvn Limited
कार्यालय का नाम / Office Name	Shimla
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :elect.contracts@sjvn.nic.in Buyer Email id: vinay.vanwanshi@sjvn.nic.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Spares of SAM TURBO Pump
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DRAIN PUMP BEARING HOUSING, MOC- IS 2062 MS, PART NO-1, LOCATION ASPH/ BA/VACUUM PUMP/COMPRESSOR HOUSE, PUMP MODEL - VGS N 65, SIZE- 120X65
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	Submersible Pumpsets (Three Phase) Conforming To IS 8034 (V2)
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) *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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
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	3 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
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	29000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	26

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

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

SJVN THERMAL PRIVATE LIMITED

Admin Office Building, SH-17, Mohanpurwa, Akhouripur Gola, Chausa, Buxar, Bihar-802114

(Sjvn Thermal Private Limited)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement (Preference to Make-in-india) order 2017 date 16.09.2020 (as amended and applicable time to time)	No, got exemption from competent authority as defined in Department of expenditure OM No. F.12/17/2019-PPD dated 29.10.2020, since the procurement is of spares parts of the equipment / Plant & Machinery etc. on nomination basis from Original Equipment Manufacturer (OEM)/ Original Equipment Supplier (OES) or Original Part Manufacturer (OPM)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

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.

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	TECHNO SERVICES ENGINEERING SYSTEMS PRIVATE LIMITED

1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BOQ - [1790838196.xlsx](#)

Spares Of SAM TURBO Pump (1 Unit)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ravikant	802114,SJVN Thermal Pvt. Ltd., Buxar Thermal Power Project, Main Office Building, Mohanpurwa, Akhouripur Gola, Chausa, Buxar- 802114 (Bihar)	1	180

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms & Conditions (ATC)

1. Bidder shall upload the signed and stamp copy of Technical Specification (**Annexure-B**), as a token of their unequivocal acceptance.
2. Declaration: The bidder will submit "Bid Declaration Form" along with their bid. Bid Declaration Form is enclosed as **Annexure-I**.
3. Earnest Money:

a. The offer must be accompanied with an Earnest Money Deposit (EMD). EMD shall be deposited online (RTGS/NEFT/UPI) to SJVN Thermal (P) Ltd. Bank Account as per following details:

Beneficiary Name	SJVN Thermal Private Limited
Account No.	046505003266
IFSC Code	ICIC0000465
Bank & Branch	ICICI BANK, BUXAR BRANCH, PP ROAD, SAHU COMPLEX, 802101

(Payment acknowledgment shall be uploaded on GeM portal)

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 Thermal Private Limited or its Bank or its service provider would not be responsible for the same.

Bidder can also submit their EMD/bid security in following modes:

- i) Demand Draft/Bankers Cheque in favour of 'SJVN Thermal Private Limited', Payable at 'Buxar',
- ii) Bank Guarantee (BG) issued by any Nationalized / Scheduled Banks
- iii) FDR pledged in favour of 'SJVN Thermal (P) Ltd.'

(Other mode of payment shall not be accepted).

Note: While preparing the BG (enclosed as Annexure-V) in favour of SJVN Thermal Private Limited or its extensions thereof as the case may be, bidder may ensure to mention above Bank details in order to BG verification through SFMS facility.

b. Bid security shall remain valid for a period of 45 days beyond the original bid validity period and beyond any extension will be subsequently requested if any. Any correction, alteration and addition in computer generated / other hand-written instrument subsequently needs to be attested by the appropriate authority of bank.

c. EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of the bid. The EMD of the successful bidder shall be retained as contract security until such period the contractor furnishes the required security deposit / complete the scope of work. If the contractor is failed to fulfill his obligations, the EMD, retained as contract security shall be forfeited. The Demand Draft/Bankers Cheque/BG/FDR in original should reach within Seven days (07) from the Bid opening date at the address given below:

O/o Head (Contracts)
Procurement and Contract Deptt.
Main Office Building, SJVN Thermal Pvt. Ltd.,

d. Exemption from EMD for MSEs/Startups/eligible bidders as per GeM GTC: Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and small enterprises (MSEs) who are registered with District Industries Centers (DICs) / Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / NSIC / Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are exempted from furnishing the bid security/Earnest Money Deposit (EMD).

If the MSE/NSIC/Startup India certificate does not contain the item(s)/work(s)/Services) as listed in our NIQ/NIT and no Bid Security (EMD) is found submitted, then STPL may ask the bidder to submit the Bid Security (EMD) and the same should reach within stipulated timeline from the date of STPL's notification by GeM clarification, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.

Further, the sellers/bidders shall be exempted from furnishing bid security as per GeM GTC.

The scanned copy of the valid MSME / Startup India registration or any other documentary evidence against relevant category of exempted bidder shall be uploaded on GeM Portal.

Note-

1. Benefits under PPP 2012 for MSEs are applicable only for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.

è Copy of PAN, Copy of GST Registration & Bank account details including cancelled cheque shall be provided by the bidder along with his bid for release of payments/refund of EMD. Bank charges if any, shall be borne by the bidder.

4. Deleted

5. Clarification of Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify the Employer through GeM Portal <https://gem.gov.in> only through Representation. The Employer will respond to such requests through the portal <https://gem.gov.in>. Any clarification requiring an amendment to the Bid Documents shall be issued as Addenda/amendment. Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids.

6. Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India

(enclosed as **Annexure-III**)

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 bidder has to submit the undertaking 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.

7. Deleted

8. Deleted

9. Deleted

10. Performance Security Deposit:

a) The Contractor within 28 (Twenty-eight) days from the date of issuance of Letter of Acceptance/Award/GeM Contract, shall furnish a Performance Security Deposit of 5% (Five percent) of award value i.e. (quoted charges for entire supply/scope including GST) for due performance of contract in the form of:

i) Online payment- Performance security shall be payable to SJVN Thermal (P) Ltd. Bank Account as per following details:

Beneficiary Name	-	SJVN Thermal Private Limited
Account No.	-	046505003266
IFSC Code	-	ICIC0000465
Bank & Branch	-	ICICI BANK, BUXAR BRANCH, PP ROAD, SAHU COMPLEX, 802101

ii) Demand Draft (DD)/Bankers Cheque- DD/Bankers Cheque in favour of SJVN Thermal (P) Ltd. from any Indian nationalized bank/scheduled bank in India, Payable at Buxar.

iii) Bank Guarantee (BG)- Irrevocable valid and fully enforceable Bank Guarantee from any nationalized bank/scheduled bank as per the RBI guidelines.

iv) FDR- In the form of FDR pledged to SJVN Thermal (P) Ltd. from any Indian nationalized bank/scheduled bank in India.

Note: While preparing the BG (enclosed as Annexure-VI) in favour of SJVN Thermal Private Limited or extensions thereof as the case may be, bidder may ensure to mention above Bank details in order to BG verification through SFMS facility.

b) The Bank Guarantee shall be issued by any reputed Indian Nationalized/ Scheduled Bank in India drawn in favour of the SJVN Thermal Private Limited, Chausa, Buxar, Bihar. The Bank Guarantee shall be furnished in accordance with Form at Annexure-VI.

c) The original BG against performance security should be sent by the Bank to SJVN Thermal Private Limited, Chausa, Buxar, Bihar directly under Regd. Post (A.D.). However, in exceptional cases, where the original BG against performance security is handed over to the successful bidder by the issuing bank/branch, the successful bidder shall ensure that an un-stamped duplicate copy of the BG against performance Security has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Thermal Private Limited Chausa, Buxar, Bihar.

d) The performance security shall remain valid for a period of 60 days beyond the date of expiration of Contract period or any extension thereof.

e) It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed / stipulated in various

clauses in the Contract document.

f) If Bank Guarantee for Performance Security is not found as per format, Annexure-VI and / or not amended as per requirement of Owner, then contract as entered with Owner shall be liable for termination.

g) If the contract period is extended for whatever reason, the Contractor, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee/ to the Owner before the expiry date of the Bank Guarantee originally furnished.

h) Failure of the Successful Bidder to comply with the requirement of Signing of Contract Agreement (if applicable) & Performance Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of his bid security. He will also be debarred from participating in bids invited by the Project for one year.

i) The Security Deposit less any amount due shall, on demand, be returned/deposited to bank account to the Contractor on or before 14th day after issuance of Final Completion Certificate by the EIC following the date of completion of the Service Provider obligations, under the contract. No interest on the amount of Security Deposit shall be paid to the Contractor at the time of release of Security Deposit as stated above.

j) In case any delay in the submission of Performance Security, Interest shall be charged on per day basis on the amount of CPG @ SBI MCLR as on scheduled last date of bid submission + 200 basis point. The GST shall be levied & recovered extra on interest charges as per applicable rule of GST/IT Act.

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.

11. Prices:

Prices shall be on F.O.R. basis at SJVN Thermal Pvt. Ltd., Buxar Thermal Power Project, Mohanpurwa, Akhouripur, Gola, Chausa, Buxar, Bihar - 802114.

12. Dispute resolution: In case of any dispute arising out of above conditions, the matter will be initially referred to the sole arbitration by CEO, SJVN Thermal Pvt. Ltd., Buxar Thermal Power Project. However, if dispute still remains unresolved, then the dispute will be resolved as per Indian Arbitration Act 1996. For un-resolved disputes, the Court at Buxar shall have the jurisdiction to adjudicate upon the matter.

13. Common IP Addresses:

Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/ Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

14. Engineer-In-Charge (EIC): HoD (O&M Department) or his authorized representative, Buxar Thermal Power Project, STPL, Chausa, Buxar (Bihar) shall be EIC for execution of this Order/Contract.

15. SJVN Thermal reserves the right to adjust arithmetical or other errors in this tender/ATC in the way which it considers suitable.

16. All submissions/ correspondence /clarification and any other information, with regard to the above shall be made at the following Address:

Designation: Head (Procurement & Contracts)

Office Address: SJVN Thermal (P) Ltd., Buxar Thermal Power Project, Main Office Building, Mohanpurwa, Akhouripur-Gola, Chausa, Buxar- 802114 (Bihar)

Phone No. 06183-295275, Email: pcdbtpp@sjvn.nic.in

Annexure-A

Scope of Work and Terms & Conditions

DELIVERY PERIOD: Within 06 (Six) Months from the date of award of GeM Contract.

Quoted price shall be on FOR STPL BTPP site basis including freight, packing & forwarding charges.

QUALITY ASSURANCE AND DEFECT LIABILITY: The material offered shall be free from all defects in Design, Material and Workmanship and shall be manufactured in full conformity with standard specifications and as per the contract. This shall be valid for a period of 18 months from the date of delivery or 12 months from the date of use, whichever is earlier.

You stand guaranteed for Fitment and interchangeability with the existing equipment. You need to submit Fitment-cum-interchangeability-cum-Guarantee Certificate on your letterhead for each of the supplies to the invoice.

TEST CERTIFICATE: - You need to submit Material test certificates for each of the supplies to the invoice.

The OEM shall submit the Quality Assurance Plan (QAP) after placement of the final Purchase Order. Quality assurance, inspection, and testing shall thereafter be carried out in accordance with the approved QAP and applicable plant standards.

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](#)

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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

---धन्यवाद/Thank You---