बिड संख्या/Bid Number: GEM/2026/B/8212288

दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-12-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-12-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	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	HOD Email id :rajeshkr.negi@sjvn.nic.in Buyer Email id: neha.mahajan@sjvn.nic.in
कुल मात्रा/Total Quantity	19
वस्तु श्रेणी /Item Category	BCU having CPU3 HMI GHU300 BIU261D , CPU270 Type3 Card for BCU , Basic Interface Unit BIU261D , HMI GHU300 Black 40TE , HMI GHU311 Black 80TE , DC Supervision relay MVAAM11B1CJ5516A , AC Supervision Relay MVAAM21B1CJ2517A , Mobilization , Travelling of service engineer , replacement of BCU
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	control unit, cpu card, dual input power supply, HMI GHU300, HMI GHU311, dc supervision relay, ac supervision relay, deputation of Service Engineer for replacement, Testing & Commissioning of BCU and Signal Testing of station Event logger
	Searched String: control unit Pendant control station, Sofa (V3), Sanitary Napkins Incinerator Machine with Smoke Control Unit, Hardware Based Video Conferencing Multipoint Control Unit (MCU), Executive Table (V4), Software Based Video Conferencing Multipoint Control Unit (MCU), Metal Storage Cabinet, Thyristor Power Unit, Computer Table (V3), Control Transformer **Searched String**: cpu card CPU Trolley, Entry and Mid Level Desktop Computer, Interactive Panels with CPU, Add on Cards and Accessories for PABX System, FTA Card, High End Desktop Computer, PVC Card Printers, Gel Card Centrifuge, Gel Card Incubator, Computer Processors

बिड विवरण/Bid Details	**Searched String**: dual input power supply
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Portable Power Supply Unit, high performance power supplies, DC Regulated Power Supply As Per MHA QRs, Switch Mode Power Supply (V2) Conforming To IS 14886, Switching Power Supply for Wireless Application, Touchless Soap Dispenser (V3), Online UPS (≤10 KVA) Without Battery Conforming To IS 16242 (Part 1), Online UPS (>10 KVA) Without Battery, Online UPS (>10 KVA) With Battery, Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment **Searched String**: HMI GHU300 Industrial Panel PC, Curtains (V2), Gas Chromatography Syringe, Terminal Ends for Aluminium Conductors of Insulated Cables (Compression Cable Lugs) Conforming To IS 8309, XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), Modular Metal Drawer File Cabinet Pedestal, Muffle/Box Furnace (V2), Pin Up Notice Board (V2), Napkin Dispenser, Wooden Lab Stools **Searched String**: HMI GHU311 Industrial Panel PC, Terminal Ends for Aluminium Conductors of Insulated Cables (Compression Cable Lugs) Conforming To IS 8309, Gas Chromatography Syringe, Books (V2), Fire Retardant Tarpaulin, Plain Copier Paper (V3) ISI Marked to IS 14490, Sample Weaving Machine **Searched String**: dc supervision relay Plug In Relay, 24V DC (BHEL-SCR), vortex mixers, Plug In Relay For Heavy Coil Voltage 30V, 48V, 50V, 110V, 220V, and 250V DC (BHEL-SCR), Overload Relay, Relay Module, Relay Testing Educational Kit, CONTACTOR RELAY, Electric Ceiling Fan (V4) ISI Marked to IS 374, LED Flasher Relay, Single phasing preventer Relay (SPPR) **Searched String**: ac supervision relay Overload Relay, Towel Hand Cotton Turkish (IAF), Relay Module, Relay Testing Educational Kit, CONTACTOR RELAY, Miniature Circuit Breakers (MCB) for AC Operation Marked To IS/IEC 60898 (Part 1), Plug In Relay For Heavy Coil Voltage 30V, 48V, 50V, 110V, 220V, and 250V DC (BHEL-SCR), LED Flasher Relay, Voltage Monitor Relay, Single phasing preventer Relay (SPPR) **Searched String**: deputation of Service Engineer for replacement, Testing & Commissioning of BCU and Signal Testing of station Event logger Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Pendant control station • Portable Power Supply Unit • Interactive Panels with CPU
बीओक्यू शीर्षक /BOQ Title	Procurement of BCU Spares and Replacement Services
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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	OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
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
प्राथमिक उत्पाद श्रेणी/Primary product category	BCU having CPU3 HMI GHU300 BIU261D
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	1760019
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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	35200

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	22

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

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance 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 :
DGM
Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(F And A Deptt., Njhps,jhakri)

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 availabele 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)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

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.

1. Preference to Make In India products (For bids < 200 Crore):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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.
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.

BCU Having CPU3 HMI GHU300 BIU261D

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	1	175

CPU270 Type3 Card For BCU

(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)

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क्र.सं./S.No.	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	2	175

Basic Interface Unit BIU261D

(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)

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क्र.सं./S.No.	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	2	175

HMI GHU300 Black 40TE

(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)

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क्र.सं./S.No.	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	1	175

HMI GHU311 Black 80TE

(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)

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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	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	1	175

DC Supervision Relay MVAAM11B1CJ5516A

(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)

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क्र.सं./S.No.	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	3	175

AC Supervision Relay MVAAM21B1CJ2517A

(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)

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क्र.सं./S.No.	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	2	175

Mobilization

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	1	235

Travelling Of Service Engineer

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	2	235

Replacement Of BCU

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	4	235

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

(A) Instructions to Bidders (ITB):-

Single Tender Enquiry is hereby invited under **two part bid** system through **GeM portal** from **M/s GE Vernova T&D India Ltd** (i.e OEM of required items) **or their authorized dealer(s)** on behalf of SJVN Limited for " ***Procurement of Bay Control Units (BCU), Spare BCU Cards & Auxiliary relays and Deputation of Technical Personnel to carry out replacement (Faulty BCU), On-Line Testing & Commissioning of new BCU and Signal Testing of Station Event Logger installed at 1500MW Nathpa Jhakri HPS*** [Detailed complete Technical Specification and BOQ as per **Annexure –A** enclosed]

1.0 General Instructions

The SJVN Limited, hereinafter called "SJVN Ltd." / "Owner" is a Joint Venture of Govt. of India and Govt. of Himachal Pradesh having its registered office at Corporate Head Quarters, SJVN Ltd, Shakti Sadan, Shanan, Shimla, Himachal Pradesh Pin No.-171006, have their Nathpa Jhakri Hydroelectric Power Plant with a capacity of 6x250 MW at Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh, India.

2.0 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.

3.0 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. Shimla, the capital of the State of Himachal Pradesh is enroute about 150Km South-West from Jhakri. The distance by road from Jhakri to Nathpa upstream is about 45 Km (Approx.).

The rail head (broad gauge) is at Kalka (NR). Kalka is about 285 Km (Approx.) from Nathpa.

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

The distance from Kalka to Delhi by road is 285 Km (approx.). From the Kalka rail head, the Project is approachable by the following roads/routes:-

(i)	Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur - Jhakri - NH- 05).	:	235 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri-	:	257 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur – Jhakri-.	:	342 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.

4.0 Minimum Qualifying Requirement:-

The bidder must be Original Equipment Manufacturer {i.e **M/s GE Vernova T&D India Ltd.**} or their authorized dealer(s).

In support of above, Bidder (s) shall submit the following:-

(a) Copy of Authorization Certificate from OEM **M/s GE Vernova T&D India Ltd,** if the bid is submitted by their authorized dealer(s).

Remarks:- OEM [i.e M/s GE Vernova T&D India Ltd] or any authorized dealer (s) of OEM can participate in the tender, However in case where the Original Equipment Manufacturer has also submitted the bid along with authorized dealer (s), then bid of OEM shall be considered and bid (s) of authorized dealer (s) will not be considered and EMD will be returned.

5.0 Scope of Proposal

5.1 The scope of proposal includes the ***" Procurement of Bay Control Units (BCU), Spare BCU Cards & Auxiliary relays and Deputation of Technical Personnel to carry out replacement (Faulty BCU), On-Line Testing & Commissioning of new BCU and Signal Testing of Station Event Logger installed at 1500MW Nathpa Jhakri HPS.."*** The detailed Technical Specification is as per Annexure –A enclosed and same shall be integral part of the contract.

5.2 BOQ details are as under:

Sl. No.	Description	Unit	Qty.
A.	**Supply Part**		
1	Bay Control Unit (BCU) for Station Event Logger having cards – CPU3, HMI GHU300 Black, Power Supply BIU261D	Pcs.	1
2	Central Process Unit (CPU270, Type 3) Card for Bay Control Unit (BCU) of Station Event Logger	Pcs.	2
3	Basic Interface Unit (BIU261D) Dual Input Power Supply for Bay Control Unit (BCU) of Station Event Logger	Pcs.	2
4	HMI GHU300 (Black Colour) 40TE for Bay Control Unit (BCU) of Station Event Logger	Pcs.	1
5	HMI GHU311 (Black Colour) 80TE for Bay Control Unit (BCU) of Station Event Logger	Pcs.	1
6	DC Supervision Relay MVAAM11, Model: MVAAM11B1CJ5516A	Nos.	3
7	AC Supervision Relay MVAAM21, Model: MVAAM21B1CJ2517A	Nos.	2

B.	Service part		
I	Man-days Charges for deputation of Service Engineer for replacement, Testing & Commissioning of BCU and Signal Testing of station Event Logger		
1	Per day rate for visit of GE Service Engineer for replacement of Faulty BCU, Testing & Commissioning of GE make Bay Control Unit and Signal Testing of Station Event Logger.	days	4
2	Per day rate during travel	Days	2
3	Mobilization charges	Visit	1

Note:

i)Test Kit, Relay setting for above services shall be in scope of the Bidder.

ii) Visit days of service Engineer as above are tentative and payment shall be made at actual or Unit rate basis.

5.3 The bidder shall be required to offer/quote their rates & prices for entire scope of supply, installation, testing and commissioning of material at Site including P&F, Freight & insurance charges & GST.

5.4 The material is to be transported through "Registered Common Carrier" only (Registered Common Carrier mean the carrier registered with a State Transport Authority or a Regional Transport Authority).

5.5 Boarding and lodging shall be provide by SJVN on chargeable basis subject to availability.

6.0 Quality Assurance Plan

6.1 Quality Assurance Plan: The QAP shall be as per Technical specification enclosed at Annexure-A.

6.2 Inspection: Inspection of material shall be carried out as per technical specification by the SJVN/ EIC or their authorized representative at Store, NJHPS, SJVN Ltd. Jhakri.

7.0 Bid Security / Earnest Money deposit (EMD)

7.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting to. **₹35,200/- (Rupees Thirty-Five Thousand Two Hundred only).**

7.2 The bidder must also submit Bid Security Declaration along with their bid as per form at specified in Annexure-B enclosed.

7.3 **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 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 firm only after verification of their MSE registration on MSME Databank {i.e. on website udyamregistration.gov.in} and Startup firm after verification of their registration on DPIIT website[i.e https://www.startupindia.gov.in]

7.4 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.

7.5 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.

7.6 EMD /Bid security can also be submitted through FDR/TDR/BG(as per SJVN standard format).

7.7 **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}/ BG {As per SJVN Standard format attached as Annex-I/GeM standard format (if any)}** is also acceptable. In case EMD is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure **SFMS** to Employer's/Buyer's Beneficiary Bank whose details are provided in **ATC ITB clause Sr. no 7.0(7.4) above.**

The bid security shall remain valid for a period of 45 days beyond the original validity period and b eyond any extension subsequently requested. The FDR/TDR 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 wil l not be considered. If any bidders submitted EMD in the form of DDs, local Cheque/ out stations Cheque then SJVN may ask the bidder to submit the EMD as per clause no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.

7.8 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 s ecurity/ 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 B id security/ Exemption certificate for a period up to 45 days beyond the original validity period or else submit the EMD/ Bid security. Such EMD/ bid security shall be submitted as per clause no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

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

7.10 The bid security of the successful bidder will be returned when the bidder has furnished the requir ed performance security.

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

7.12 The bid security may be forfeited

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

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

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

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

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

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

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

8.0 Bid Prices

- Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire supply on a "single responsibility" basis such that the total bid price covers all the supplier's obligations m entioned in or to be reasonably inferred from the bidding documents.

- Bidders are required to quote the price for the commercial, contractual and technical obligations o utlined in the bidding documents.

- Bidders shall give the required details and breakup of their prices as per Schedules specified.

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

9.0 Bid Currencies

Bidders shall quote all prices in Indian Rupees only.

10.0 Bid Submission: The bid is called under two part system as under:-

A. Price Bid Part

a. **Bidder shall be required to offer/quote their rates & prices for entire scope of supply of material and services** as per detailed Technical specification uploaded along with the bid. **FIRM prices for FOR, O&M Stores Jhakri (HP, INDIA) basis is to be quoted inclusive of the charges towards P&F, Freight charges and Insurance charges including GST.**

b. GST shall be applicable as per GST rules, thus GST has to be quoted accordingly by the bidder in the bid.

c. Any other deduction like TDS etc as applicable under this contract as per the Govt. laws shall be made from the payment of the contractor and statement for the same shall be provided by SJVN.

d. The taxes & duties shall be paid as per applicable rate at the time of delivery period of the material. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made within delivery period as per LOA/GeM Contract, otherwise same shall be paid by the bidders. Accordingly the taxes & duties shall be quoted by bidder.

B. Techno-commercial bid part which consist of following:

(i) Authorization Certificate from Original Equipment Manufacturer {i.e **M/s GE Vernova T&D India Ltd** } if the bid is submitted by their authorized dealer(s) as per ATC(ITB) clause No 4.0 above.

(ii) Copy of GST Registration No. as per applicable under GST Act.

(iii) Copy of PAN No.

(iv) Bid Security Declaration form as per **Annexure-B** enclosed.

(v) Pre- Contract Integrity Pact **Annexure-C** as per clause no. **12.0 below**

(vi) Self-certification on company letter head by authorized person, regarding local content **Annexure-D** as per clause No**. 13.0 below**

(vii) Undertaking/Land border sharing **Annexure-E** as per clause No**. 14.0 below.**

(viii) Undertaking as per **Annexure-F.**

(ix) TReDs registration details or undertaking (**Annexure-H**) as per clause ref. no **15.0 below** (**applicable only for MSE vendors).**

- ► SJVN reserves the right to ask additional information if necessary after opening of the bid.

- ► The supply order for the same items/ copy of previous orders for similar items is to be submitted / uploaded for the price justification**.**

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

11.0 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 employee s 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 clau se 12.0 of ITB**.

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 i nfluence 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 the detriment of the Employer, and in cludes collusive practice among Applicants (prior to or after bid submission) designed to est ablish bid prices at artificial non-competitive levels and to deprive the Employer of the benefi ts 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 frau dulent 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 i ndefinitely or for a stated period of time, to be awarded a Contract if it at any time determines t hat the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, m anufacturer, 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 q uestion.

12.0 Adoption of Integrity Pact [ANNEXURE-C Enclosed]:

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the per sons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practi ces 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 bidd ing 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 Proforma (enclosed in **ANNEXURE-C**) is a basic qualifying req uirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of s ub-contracting, the Principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

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

1. Dr. Davendra Verma, ISS (Retd.), Independent External Monitor,
   604, Tower-14,
   Purvanchal Royal City, Chi V,
   Greater Noida, G. B. Nagar (UP) 201310
   Email- verma.davendra@gmail.com

2. Sh. Prashant Kumar Agrawal, IPS (Retd.), Independent External Monitor,
   House no. 762, Sector-17,
   Faridabad (HR) 121002
   Email- agrawal.prashanta@gmail.com

3. Shri Sanjay Kumar Srivastava, IAS (Retd.), Independent External Monito r,
   C-2 Flat No. 2475,
   Vasant Kunj, (Opposite DPS School) Vasant Kunj
   New Delhi-110070
   Email: - srivastava.sk001@gmail.com

All pages of the Integrity pact to be signed between SJVN Ltd. and the bidders / contractors on pl ain papers at the time of submission of bid as per the approved format. The Integrity Pact shall b e duly signed on behalf of the employer (SJVN Ltd.) is given in forms & procedure of these bid do cuments. Signed copy of the Integrity Pact is to be included in the bid document while issuing T ender Document / uploading the tender documents on the Portals. The integrity pact shall be do wnloaded, 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 a pplication / bid.

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

13.0 Preference for procurement of goods/Services/Works from Local Suppliers under Publi c Procurement (Preference to Make in India) Revision PPP-MII order 2017 dated 16/09/2 020&19/07/2024 and MOP order 28/07/2020 in respect of Hydro Power Sector

13.1 Local Supplier Categories:

I. Class-I Local Supplier- Minimum Local Content = 50%.

II. Class-II Local Supplier- Local Content >20% and < 50%.

III. Non-Local Supplier-Local Content <20 %.

Definition of Local content: 'Local content' means the amount of value added in India which sh all, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (ex cluding 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.

13.2 The bidder will submit following along with their bid:-

1. Country of origin of Material/ Equipment & Services.
2. The bidder will submit the percentage (%) of local content of Self certification regarding Local Content in line with PPP-MII order in their company letter head by authorized person {**As per Annexure-IV enclosed}**.

13.3 In line with the revised PPP-MII order 2017 dated 16/09/2020 & 19/07/2024, the bidder shall submi t the Local content, 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.

13.4 Self-declarations/ auditor's/ account's certificates submitted by the manufacturer/ sup plier may be verified randomly by the committee constituted as per MOP order 20/07/2 020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/supplier will be taken based on the recommendation of the Commit tee.

Remarks: The scanned copy (ies) of the document(s) asked as above are to be uploaded along with bid.

14.0 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. Bidders shall submit the undertaking regarding compliance with the restrictions on procurement from bidders of countries sharing a land border with India, in the prescribed format (**Annexure-E**), along with the requisite registration certificate issued by the Competent Authority, wherever applicable, in accordance with the applicable Government of India orders." 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.

15.0 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 for 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 on their letterhead that " **it is confirmed that our firm shall get registered on TReDS if found L-1 before placement of order**"(**Annexure-H**) along with their bid. The MSE bidders shall have to ensure registration on TReDS portal and submit documentary evidence before award of contract failing which contract shall not be awarded.

16.0 BILL TRACKING SYSTEM:

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 th

e concerned department. Once the supplier has received its username and password from the con cerned department, supplier shall follow the below mentioned steps:

- Once supplier received the user ID and password from the concerned department, the supplier can l og 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 inv oice specifically to the concerned SJVN official's email ID (abcd@sjvn.nic.in), after submission a uniq ue VITMS number (Reference Number) will be generated and supplier will receive an automated uni que 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 S tatus Section" by supplier.
- After the final payment, vendor can download the details of the payment under check forwarding de tails section on the Invoice upload and track screen.

(B) GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Definitions

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

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

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

(c) "The Services" means all those services necessary for the completion of the work , including t esting and any other incidental services etc. and other such obligations of the Contractor cov ered under the Contract".

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

(e) **"The Contractor"** means the individual or firm supplying the material/carrying out the work under this Contract.

(f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of value to

influence the action of a public official in the procurement process or in contract execution.

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

1.1 **CONTRACT PERFORMANCE SECURITY:** Within **Twenty Eight (28) days** of receipt of the notifi cation of Contract award i.e. from the date of issue of LOA/GeM Contract, the successful Bidder sha ll furnish to the Owner, an unconditional performance security for **Five percent (5%)** of the contr act Price (including taxes) with validity up to **60 days after the Warranty Period (Refer Claus e 5.0).**

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

1.3 The performance security shall be denominated in the currency of the Contract and shall be in th e form of Bank Guarantee **(As per the SJVN format enclosed at Annexure-G/As per the Sta ndard Format of GeM)**) issued preferably by a nationalized bank/ scheduled bank as per RBI gui delines, acceptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN accoun t(As per bank account 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 IFS C 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 re sponsible for the same

1.4 **In case CPG is submitted by way of Bank Guarantee; while issuing the physical BGs, th e Supplier’s/contractor’s Bank shall also send electronic message through secure SFMS to Employer’s/Buyer’s Beneficiary Bank whose details are provided as above.**

1.5 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after expiry of guarantee/warranty period of all the material /works under the scope of the contract.

1.6 **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.**

1.7 The MSE/ NSIC/Start Up registered firms are not exempted from the submission of the Contract Performance Security.

2.0 **Packing**:-

The bidder shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination.

3.0 **INSURANCE:-**

3.1 The goods to be supplied shall be insured for all risks by the supplier till it is delivered at O&M, stores, NJHPS, SJVN, Jhakri & thereafter during storage, installation, testing, commissioning at site, Power House, NJHPs, SJVN Ltd. Jhakri & till successful handing over the system to SJVN.

The contractor to take insurance cover as per tender and Insurance policy should be shared before the dispatch of the material and material shall be only permitted for dispatch if the Insurance Policy is as per contract requirements.

The comments of the acceptance Insurance Policy shall be given by SJVN with in two (02) working days after receipt of the same.

The Insurance policy towards **STORAGE CUM ERECTION (SCE)/INSTALLATION ALL RISKS COVERAGE is also to be shared for its approval before the delivery of the material.**

The comments of the acceptance Insurance Policy shall be given by SJVN with in two (02) working days after receipt of the same.

3.2 In order to cover different risks in contracts awarded by SJVN, the following types of Insurance coverage are to be generally arranged by the contractor for the materials and works supplied by him as well as by owner, for incorporation in the 'Works':

3.3 **(A) TRANSIT/ MARINE INSURANCE DURING SUPPLY OF MATERIALS FOR SUPPLY/SUPPLY PORTION OF SUPPLY CUM ERECTION/TURNKEY CONTRACTS**:

The Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurance set forth below

in sums and other conditions specified:-

S.No	Insurance	Amount insured	Conditions
A.	All Risk Transit/ Marine Insurance for material to be supplied.	110% of FOR and inland transportation value + All taxes & duties	Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor)#. Warehouse to warehouse basis. Open policy/Separate Policy. All risk insurance, SRCC (Strikes, Riots, Civil Commotion) or Equivalent etc.

#Remarks: - Not required if the payment for the material is to be made after the receipt of the material at Site/O&M Stores Jhakri.

Without above insurance, No Advance payment/Payment Before Dispatch/Payment against dispatch shall be made for supply part.

Note:- No advance payment shall be made under this contract.

(B) Penalties/deductions:-

(i) In cases where the supplier don't make SJVN as co-insurer/joint insurer as per 4.3(A) above, then payment shall be only made only after material is being delivered at site, then no penalty shall be imposed and risk shall be with contractor/supplier. However for release of any payment against supply, the contractor has to take the insurance policy as per **3.4 below.**

(ii) If the Supplier/contractor does not take the complete Marine Transit Insurance Policy, then penalty @1% of the (110% of total contract price FOR Jhakri Including freight + 100% taxes & duties) shall be imposed.

(iii) If the Supplier/contractor does not take the SRCC (whether part or full), then flat penalty @0.5% of the (110% of total contract price FOR Jhakri Including freight + 100% taxes & duties) shall be imposed.

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

3.4 STORAGE CUM ERECTION (SCE)/ INSTALLATION ALL RISKS COVERAGE FOR SUPPLY CUM ERECTION/TURNKEY CONTRACTS: All insurance policies pertaining to Storage Cum Erection/Installation All Risks coverage shall be taken in the joint name of SJVN and the contractor unless otherwise specifically provided. All such insurance policy shall indicate SJVN as beneficiary. The Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurance set forth below in sums and other conditions specified:

S. No.	Insurance	Amount insured	Conditions
A.	Storage Cum Erection (SCE) / Installation All Risks Coverage for material to be supplied/ installed and services to be completed.	110% of FOR and inland transportation value + 110% of the services value. + All taxes & duties	Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor). All risk insurance, Riots, Strikes and Malicious Damage) or Equivalent. Terrorism etc.

Note:

(i) For 3.4 above, the owner shall be named as co-insured {Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor)} under all insurance policies taken out by the contractor except for Third party Liability and Workman's compensation / Employee's Liability Insurances.

(ii) This insurance cover shall start immediately after the delivery of the material at Jhakri .

(iii) SJVN as co-insurer or insurance policy in joint name of SJVN and Supplier/contractor is required; otherwise the same needs to be corrected before the release of any payment towards the supply. This insurance policy is to be taken strictly as per the contract requirements. The Insurance cover for the same should start immediately after the receipt of the material at Jhakri, otherwise no payment against the Supply shall be made until supplier/contractor takes the insurance cover as per tender.

(A) **Penality/ Deductions**:-

(i) Any penalty for the non-compliance of this Insurance Cover in full or part shall be based on the Insurance rate to be taken from M/s National Insurance Company or any other nationalized insurance company.

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

3.5 Remarks:

Ø For 3.3 & 3.4 above, notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Owner.

Ø For 3.3 & 3.4 above, the Contractor shall follow law of the land as may be prevalent from time to time for insurance.

Ø It will be the responsibility of the supplier/contractor to lodge, pursue and settle all claims wit

h the insurance company in case of any damage, loss, theft, pilferage of fire during executi on of the contract and purchaser shall be kept informed about it. The supplier/contractor sh all replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the supply shall/ work to be completed mutually agree d time schedule. The losses, if any, in such replacement will have to be borne by the suppli er/contractor. On settlement of claims, the same shall be passed on to the contractor if the contractor has made replacement.

- Ø If any of the Insurance Policy (ies) need to be extended on account of reasons not attributabl e to supplier/contractor, then charges for the same shall be reimbursed at actual as ascertained during final Extension of Time.
- Ø It shall be prime responsibility of the contractor/supplier to take Insurance covers as above. I n case failure on part of the contractor in obtaining required insurances, the same may be p urchased by SJVN at the risk & cost of contractor if agreed and decided by SJVN. The premiu m for the same shall be deducted from the payment of the contractor with 10% administrati ve charges on premium amount.
- Ø In case of the any ambiguity in the Insurance Provisions s required in the contract, the rules a re per Insurance Laws as per IRDAI shall prevail.

3.6 Any loss or damage to the plant and equipment or person during handling transportation, stor age, repairing, and all activities, and any accident or death of persons due to negligence on the part of the contractor shall be to the bidder's account for all risks. The successful Bidder shall be responsible for preferring of all claims and make good the damages or loss by way of repairs and/ or replacement of plant and equipment damaged or lost. Notwithstanding the extent of ins urance cover and the amount of claim available from the underwriter, the successful bidder shal l be liable to make good the full replacement/rectification of all the equipment and material and to ensure their availability as per the project requirement/ without additional financial liability to SJVN.

3.7 In **addition to above contractor shall insure his all man and machinery etc. against a ny mishap / accident. Contractor shall submit the insurance policy to this effect to th e EIC of the work. SJVN shall bear no responsibility and financial liability for any mis hap/accident for contractor man power / machinery.**

4.0 WARRANTY:-

The material under the scope of supply shall be under Warranty for a period of 12 months from the date of receipt of the material at O&M Store, NJHPS, SJVN Ltd Jhakri, against any manufacturing de fect/ defective material. In case of any defects found during the warranty period same should be r eplaced by the supplier at site SJVN Ltd. Jhakri free of cost as per notification of SJVN.

Copy/scanned copy of Warranty certificate issued on letter head of supplier to be sent by post/through authorized e-mail of supplier as per PO/GeM Contract.

5.0 FORCE MAJEURE

5.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to make shipment to Jhakri site within schedule time for all or any part of the item due to the act of God, w

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

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

6.0 PAYMENT TERMS

6.1 **Eighty percent (80%)** Payment of supply of **material part** including (100%) taxes and duties shall be made within 10 days after delivery of full material at O&M Store NJHPS, SJVN, Jhakri on generation of CRAC and on submission of following documents to consignee for the release of the payment:-

i. Copy of unconditional acceptance of LOA of Gem Contract/as per GeM portal provisions.
ii. Invoices in Triplicate.
iii. Copy of GST No. &PAN No. with 1st bill only.
iv. Copy Contract Performance Security with 1st bill only.
v. Copy of Integrity Pact with 1st bill only.
vi. Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Jhakri by EIC or his authorized representative or consignee for receiving of material in good condition with 1st bills.
vii. Insurance Policy as per sr. no. 3.0 above.
viii. Inspection Report as per clause 6.2 of ITB. The EIC shall submit the inspection Report.
ix. E-way bills (as per applicable Rules).

6.2 **Balance Twenty percent (20%)** payment of the supply of **material part** and **Hundred percent 100%)** payment of **Service part [i.e Replacement of faulty BCU, testing and commissioning of new BCU, and signal testing of Station Event Logger by deputation of OEM service engineer]** shall be made within **10 days after completion of entire scope of work*** and handing over the system to SJVN and on submission of following documents to consignee for the release of the payment:-

i. Invoices in Triplicate.
ii. Copy/scanned copy of warranty Certificate as per clause no. 4.0 of GCC above issued on letter head of contractor/ supplier to be sent by post/through authorized e-mail of supplier as per LOA/GeM Contract.
iii. Copy of certificate issued by EIC for successfully completion of Replacement of faulty BCU, testing and commissioning of new BCU, and signal testing of Station Event Logger by deputation of OEM service engineer.

***NOTE: Engineer visits shall be charged only upon successful completion of the work specified in he scope of work. Payments shall be adjusted on an actual unit-rate basis for consumed man-day .**

6.3 As per SJVN Ltd. policy, no advance payment can be given.

6.4 In order to comply with necessary formalities under GST while making payments, computation tax, nvoicing, filing of returns etc. under Notification No 10/2017, Chapter VI,46 tax invoice' invoice for g ods 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) Name 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 P ovider

6.5 TAX DEDUCTION AT SOURCE UNDER GST/IT Act: SJVN shall be entitled to make all deductior 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 t e contractor.

6.6 The payment shall be released through electronic fund transfer and hence you are requested to g ive your bank account detail along with IFSC/RTGS code of your bank branch. **The required detai l is to be uploaded along with the bid".** Bank charges if any, shall be borne by you. The detail s to be submitted in the schedule as enclosed.

6.7 All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & Smal l Enterprises) supplier/contractor under the contract shall be released within forty five (45) days fro m the day of acceptance.

Day of acceptance means day of actual delivery of goods or the rendering of services; or where an y objection is made in writing by SJVN regarding acceptance of goods or services within fifteen day s 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 c ompound 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.

6.8 All the payments for the supplier and/or services (as applicable) rendered by non-MSEs (Non- Mic

ro & 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.

7.0 COMPLETION PERIOD:-

7.1 Supply of material part: The basic consideration and the essence of the Contract shall be the strict adherence to the Completion Schedule. The maximum delivery period for the entire scope of supply of material part at O&M Store, NJHPS, SJVN, Jhakri is **25 weeks** from the date of issue of LOA /GeM Contract/GeM Contract Provisions.

7.2 Service/ICT part:

The Bidder shall have to depute the OEM Service Engineer to the site and complete the entire scope of work, i.e. Replacement of faulty BCU, testing, commissioning, and signal testing of station event logger within **two(2) months** from the date of official intimation/call issued by SJVN.

8.0 LIQUIDATED DAMAGES: -

FOR SUPPLY PART

8.1 If the Supplier/contractor fails to complete the delivery of the entire scope of material {i.e. at O&M, Store, NJHPS, SJVN Ltd. Jhakri} 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.

8.2 The Liquidated Damage for delay in completion of supply of material part, beyond the maximum completion schedule as stipulated at **clause** 7**.0(7.1)** above shall **be @ 0.5% (half percent) per week or part thereof on the contract price of Supply Part Only**.

8.3 Amount of Liquidated Damage shall be payable by the Supplier/Contractor 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.

8.4 Contractor’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 10.0 and consequence thereof.

FOR SERVICE PART

8.5 **PENALTY**: Penalty for the delay in the completion of service (i **.e Replacement of faulty BCU, testing and commissioning of new BCU, and signal testing of Station Event Logger by deputation of OEM service engineer**) beyond the maximum completion schedule as stipulated at **clause** 7**.0(7.2)** above shall be levied at the rate of **0.5% (half percent) per day or part thereof on total contract price of Service Part Only.**

8.6 The total Cumulative Penalty/Liquidated Damages (LD) payable under this Contract shall be limited to a **maximum of ten percent (10%) of the Total Contract Value (inclusive of GST).**

9.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

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

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

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

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

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

10.0 TERMINATION FOR INSOLVENCY

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

11.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

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

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

12.0 SETTLEMENT OF DISPUTES

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

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

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

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

12.5 In the event of the Engineer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as t

he case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.

13.0 ARBITRATION (With Pvt. Party)

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

13.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrat or within thirty (30) days after receipt of a notice from the other party invoking the arbitration clau se, 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 app ointment shall be furnished to both the parties.

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

13.4 Arbitration(s) shall give reasoned award.

13.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The exp enses 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 th e event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for an y reason, it will be lawful for the party concerned to nominate another arbitrator in place of the out going arbitrator.

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

14.0 ARBITRATION (WITH CPSEs): Not Applicable

15.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwi se, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of

profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

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

16.0 APPLICABLE LAW:

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

17.0 NOTICES

- Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile and confirmed in writing to the other party's address specified in NIT/NIQ.

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

18.0 CONSIGNEE:-

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

DGM (MMG Deptt.)

Nathpa Jhakri Hydro Power Station,

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

Pin-172201 (INDIA)

Remarks:- All post award communication regarding delivery of material, release of payment etc. is to be carried out with consignee at above contact information.

19.0 Engineer in Charge(EIC):

The Engineer-in-Charge (EIC) of this Contract shall be HoD (PHEM), Power House, NJHPS, SJVN Limited, Jhakri, District Shimla (H.P.) – 172201, for Replacement of faulty BCU, testing and co mmissioning of new BCU, and signal testing of Station Event Logger NJHPS, Jhakri.

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2. **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---