

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	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: randei.rana@sjvn.nic.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Supply, installation& commissioning with change-over provision for both Hydel & solar supply system
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply, installation& commissioning with change-over provision for both Hydel & solar supply system
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Solar Based Home Systems (Solar Power Packs): AC Models as per MNRE Specifications • Concentrated Solar Thermal System • Solar Power Plant (Roof Top) for ONGRID System, Three Phase (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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

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

लाभार्थी /Beneficiary :

HOD

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

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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. 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.

Supply, Installation & Commissioning With Change-over Provision For Both Hydel & Solar Supply System (1 Lot)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ram Singh Kaushal	172201,OFFICE COMPLEX NJHPS SJVN JHAKRI	1	30

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

SJVN Foundation

NATHPA JHAKRI

HYDRO POWER STATION

A UNIT OF SJVN FOUNDATION

(A NON-CORPORATE ENTITY REGISTERED AS TRUST)

—

Additional Terms & Conditions (ATC)
Instruction to bidders (ITB)

—

The bids are invited through GeM Portal, so please read the instructions carefully and upload /filled the bids as per requirement of bid documents.

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 Quarter, 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: NIL as open tender is invited as per technical specification, BOQ, scope of work and terms & condition enclosed.

5.0 Scope of Proposal

5.1 The scope of work is “**Supply, installation& commissioning with change-over provision for both Hydel & Solar supply system at Bhima Kali Temple Distt. Shimla H.P.-172102**”[Detailed as per Technical specific

ation, BOQ, and Scope of work & terms and condition uploaded along with the bid] & same shall be the integral part of contract.

5.2 SJVN Foundation logo shall be displayed at Pole as per CSR guidelines.

5.3 MANDATORY SITE VISIT:- It is mandatory for all bidders who want to participate in this tender to visit at site to make the acquaintance with the scope of work to get the aware the modification of conventional Led light into solar system on existing high Mast pole with cabling and motorized & manual dusk to down system etc.at site before uploading / submitting their bid. If the interested bidder has any queries, the same may be sought at site with the indenter or any representative or through emails before opening the bids. The cost of visit shall be at bidders' own expenses. The bidder must upload the certificate issued by the EIC[HOD,PSIT&C Deptt], the bidder has visited the site before uploading the bid. The bidder who will not submit/uploaded the certificate issued by the EIC along with their bid then the bid will be rejected. The bidder (s) is requested to contact the following regarding the co-ordination at site visit :-

1) Sh. Karam Singh DGM (PSIT&C) NJHPS Jhakri , Mobile No. 9418 074722, E-mail ID: karam.singh@sjvn.nic.in

2) Sh. Virender Dhiman Dy. Manager (PSIT&C) NJHPS Jhakri, Mob. No. 9418459770 ,Email ID vdhiman73@gmail.com

5.4 The Bid shall be evaluated on **Total Value wise L-1 basis** for the Entire scope of tender & not item wise L-1 basis.

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

6.0 Quality Assurance Plan

6.1 **Quality Assurance Plan:** The QAP shall be as per Technical specification enclosed and as per relevant latest Indian/International Standard.

6.2 **Inspection:** Inspection of all items/ material shall be carried out at Bhima Kali Temple Distt. Shimla H.P.-172102 by the EIC [i.e. HOD Indenting deptt. (PSIT & C Deptt.)], or his authorized representative.

7.0 Bid Security / Earnest Money deposit (EMD) & Bid Security Declaration Form:

7.1 Bid Security / Earnest Money deposit (EMD)- NIL

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

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

A. Price Bid Part

- a. Bidder shall be required to offer their rates & prices for entire scope for Supply, installation & commissioning with change-over provision for both Hydel & solar supply system as per detailed technical specifications, BOQ, Scope of work & Terms & conditions uploaded along with the bid. FIRM prices for FOR at Bhima Kali Temple Distt. Shimla H.P.-172102 basis is to be quoted inclusive of the charges towards Installation, testing & commissioning charges of the system, Freight & Insurance charges and GST.**
- b. GST shall be applicable as per GST rules, thus GST has to be quoted accordingly by the bidder in the bid.**
- c. The bidder will submit the details of price break up of the total quoted price on the GeM portal along with price bid / Financial bid.** If any discrepancy is found in Price breakup (i.e. Price Break Up Schedule-I) and price quoted/filled online on GeM Portal shall be considered as correct price and submitted quoted price breakup (i.e. BOQ/Price Breakup Up Schedule -I) shall be adjusted/corrected accordingly in the Price Break Up schedule -I . Format of BOQ/Price Break Up is enclosed as **Schedule -I**
- d. If bidder will upload any price bid part in technical bid, then, its bid will be outrightly rejected.**

- e. 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 Foundation** for the same
- f. The taxes & duties shall be paid as per applicable rate at the time of *Supply, installation & commissioning with change-over provision for both Hydel & solar supply system as per scope of work, BOQ & technical specification*. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by **SJVN Foundation** provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made within schedule completion period as per LOA, otherwise same shall be paid by the bidders. Accordingly, the taxes & duties shall be quoted by the bidder.

B. Techno-Commercial bid part consist of followings:

- (i) Bid Security Declaration form as per Annexure-B enclosed.
- (ii) All documents as required as per Technical Specifications, PAN No. & GST No etc. and technical literature/ technical details etc . as required as per the Technical Specifications. Any other documents as required/ asked in the tender are to be uploaded/ submitted along with the bid. These scanned documents are to be uploaded along with the General Documents.
- (iii) Copy of Undertaking **Annexure-C & Annexure-D of Guidelines on Banning of Business Dealings** as per **clause no 9.0 below**.
- (iv) Undertaking regarding border land sharing **annexure-E** as per clause No. **11.0 below**.
- (v) **TReDs registration details or undertaking at Annexure-F as per clause ref. no 12.0 below (for MSE vendors only)**.
- viii) Signed copy technical specifications, BOQ & scope of work and terms and condition at Annexure-A confirming the comply of the same along with bid.

Note: No material/information relating to Price Bid shall be included

ed in the Technical Bid. A technical bid containing any information related to price bid shall be declared non-responsive.

9.0 CORRUPT OR FRAUDULENT PRACTICES

The Owner requires that Bidders to observe the highest standard of ethics during the procurement and execution of the Contract. **For the purpose, the applicant shall sign the Corrupt or Fraudulent Practices as below Annexure-C.** In pursuance of this policy, the Owner:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Owner. Furthermore, Bidders shall be aware of the provision stated in the "General Conditions of Contract".

Note:- Bidder will submit sign copy of above undertaking Annexure-C along with sign copy of **Guidelines on Banning of Business Dealings as per Annexure-D with technical bi**

d part.

10.0 Preference for procurement of goods/Services/Works from Local Suppliers under Public Procurement (Preference to Make in India) Revision PPP-MII order 2017 dated 16/09/2020 & MOP order 28/07/2020 in respect of Hydro Power Sector and order dated 19/04/2024.: Not applicable

11.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

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

12.0 mandatory Registration on TReDS portal for MSME Vendors:-

TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. It addresses the issue of delayed payments to MSMEs. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). It is mandatory to all CPSEs to register themselves and ensure mandatory onboarding 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 as per **Annexure-F** that “ **it is confirmed that our firm shall get registered on TReDs if found L-1 before placement of order”** along with their bid. **The MSE bidders shall have to ensure registration on TReDs portal and submit documentary evidence before award of contract falling which contract shall not be awarded.**

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 Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **"The Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- (c) **"The Services"** means all those services necessary for the completion of work as per Technical Specifications and other such obligations of the Contractor covered under the Contract.
- (d) **"The Owner"** means the **SJVN Foundation**.
- (e) **"The Contractor"** means the individual or firm supplying the material & services as per TS, BOQ, scope of work and terms & conditions under this Contract.
- (f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting

ng of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

2.0 CONTRACT PERFORMANCE SECURITY

- 2.1** Within **Twenty-Eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA/GeM Contract, the successful Bidder shall furnish to the Owner, an unconditional performance security for **Five percent (5%)** of the contract Price with validity up to **60 days after the Warranty Period (Refer Clause 5.0)**.

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

- 2.3** The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee **(As per the SJVN Foundation format enclosed/As per the Standard Format of GeM)** issued preferably by a nationalized bank/ scheduled bank as per RBI guidelines, acceptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN Foundation account [As per bank account detail mentioned at clause 2.4 below]. In case CPG 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 detail below

2.4 Bank account Detail :-

Name of beneficiary	SJVN FOUNDATION
Bank Name	IDBI Bank

Account No:	1481104000018443
IFSC Code	IBKL0001481
Branch Code	001481
MICR Code	171259003
Branch Address	KANTA NIWAS, VILLAGE MEHELI, Distt. Shimla , HP-171009

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 Foundation or its Bank or its service provider would not be responsible for the same.

2.5 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.

2.6 **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.**

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

3.0 PACKING:

3.1 The supplier/contractor shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination [i.e. at Bhima Kali Sarahan Distt. Shimla HP-172102.

4.0 INSURANCE

4.1 The goods to be supplied shall be insured for all risks by the supplier

er till it is delivered at Bhima Kali Temple Sarahan, Distt. Shimla HP-172 102 & completion of installation, testing, commissioning at site & handing over the system to SJVN Foundation/EIC.

- Ø 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 within 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 within two (02) working days after receipt of the same.

- 4.2** In order to cover different risks in contracts awarded by SJVN/SJVN Foundation, 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':

- 4.3 (A) TRANSIT/ MARINE INSURANCE DURING SUPPLY OF MATERIALS FOR SUPPLY/SUPPLY PORTION OF SUPPLY CUM ERECTION/TURN KEY 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:-

Sl. No.	Insurance	Amount insured	Conditions
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A.	All Risk Transit / Marine Insurance for material to be supplied.	1. 110% of FOR and inland transportation value + 2. All taxes & duties	1. Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN Foundation & the Contractor). Warehouse to warehouse basis. 2. Open policy/Separate Policy. 3. All risk insurance, SRCC (Strikes, Riots, Civil Commotion) or Equivalent etc.
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#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 Foundation 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 **4.4 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 Bhima Kali Temple Distt. Shimla HP-172102 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 Bhima Kali Temple Distt. Shimla HP-172102 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.

4.4 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 Foundation** and the contractor unless otherwise specifically provided. All such insurance policy shall indicate **SJVN Foundation** 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:

Sl. 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.	1. 110% of FOR and inland transportation value + 2. 110% of the services value. + 3. All taxes & duties	1. Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor). 2. All risk insurance, Riots, Strikes and Malicious Damage) or Equivalent. 3. Terrorism etc.

Note:

- (i) For 4.4 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 Foundation & 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 Foundation** and Supplier/contractor is required; otherwise, the same needs to be corrected before the release of any payment towards the supply. The

is 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 Bhima Kali Temple Distt. Shimla HP-172 102, otherwise no payment against the Supply shall be made until supplier/contractor takes the insurance cover as per tender.

(A) Penalty/ 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-rata basis based on the insurance receipt submitted by the contractor.

4.5 Remarks:

- Ø For 4.3 & 4.4 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 4.3 & 4.4 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 with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of the contract and purchaser shall be kept informed about it. The supplier/contractor shall 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 agreed time schedule. The losses, if any, in such replacement will have to be borne by the supplier/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 attributable 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. In case failure on part of the contractor in obtaining required insurances, the same may be purchased by SJVN at the risk & cost of contractor if agreed and decided by SJVN. The premium for the same shall be deducted from the payment of the contractor with 10% administrative charges on premium amount.

Ø In case of the any ambiguity in the Insurance Provisions as required in the contract, the rules are per Insurance Laws as per IRDAI shall prevail.

4.6 Any loss or damage to the plant and equipment or person during handling transportation, storage, 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 insurance cover and the amount of claim available from the underwriter, the successful bidder shall 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 Foundation.

4.7 In addition to above contractor shall insure his all man and machinery etc. against any mishap / accident. Contractor shall submit the insurance policy to this effect to the EIC of the contract. SJVN Foundation shall bear no responsibility and financial liability for any mishap/accident for contractor man power / machinery.

5.0 Warranty

5.1 The Material i.e. Pole, ropes /steel wire, PV Modules, Battery and LED light shall have warranty minimum two (02) year from the date of completion of entire scope of work [i.e. **Supply, installation& commissioning with change-over provision for both Hydel & solar supply system** as per technical specification] & handing over the entire system and acceptance of the system by the EIC[HOD,PSIT&C]. In case of any equipment/material is found defective/ problem within the warranty period due to poor quality of material, poor workmanship etc. the same will be replaced or rectified free of cost at project site [i.e. **at Bhimakali Temple Sahrahn Tehsil Rampur Bsr. Shimla (HP)**], as necessary during the stipulated period in the contract or on the direction of EIC.

6.0 FORCE MAJEURE

6.1 The firm shall not be liable for loss or damage to **SJVN/ SJVN FOUNDATION** resulting from any delays or failure to complete the entire scope of system at site (i.e. **at Bhimakali Temple Sarahan Tehsil Rampur Bsr. Shimla (HP)** within schedule time for all or any part of the item due to the act of God, war declared or undeclared, acts of public enemy, riots, civil commotion, invasion, insurrection, sabotage, acts of restraint of Government, federal, state or municipal action or regulation, fire, flood, hurricanes, accidents,

epidemic, quarantine, restrictions, or 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 reclaiming shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of normal reclamation work even though such case may occur after performance of firm's obligation has been delayed for the other causes.

- 6.2** 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.

7.0 PAYMENT TERMS

- 7.1** Hundred percent (100%) payment including (100%) taxes shall be made within 10 days after the completion of entire scope of contract [i.e. **Supply, installation & commissioning with change-over provision for both Hydel & solar supply system as per TS, BOQ & scope of work**], on generation of CRAC and on submission of following documents to EIC for the release of the payment: -
- i. Invoices in Triplicate.
 - ii. Copy of GST No. & PAN No.
 - iii. Copy Contract Performance Security as per clause 2.0 of GTC above
 - iv. Copy of GR duly acknowledged at Bhima Kali Sarahan by EIC or his authorized representative for receiving material in good condition.
 - v. Insurance Policy as per sr. no. 4.0 above.
 - vi. Inspection Report. The EIC shall submit the inspection Report.
 - vii. Copy/scanned copy of warranty Certificate as per clause no. 5.0(5.1) of GCC above issued on letter head of contractor/ supplier to be sent by post/through authorized e-mail of supplier as per LOA.
 - viii. Copy of certificate issued by EIC[HOD, PSIT&C] for successful completion the entire scope of contract [i.e. **Supply, installation & commissioning with change-over provision for both Hydel & solar supply system as per TS, BOQ & scope of work**]
 - ix. Handing over certificate by the contractor.

- x. Taking over certificate by the EIC
- xi. E-way bills (as per applicable Rules).

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

- a) Name, Address & GSTIN of the Supplier
- b) Specific Invoice Number format
- c) Name and address of recipient
- d) Address of Delivery
- e) HSN code of goods and SAC for Services
- f) Description and quantity of goods/services
- g) Value of goods
- h) Rate and amount of tax
- i) Other prescribed information Name, Address & Contact Details (Tel. no. etc.) of the Service Provider.

7.3 As per SJVN Foundation policy, no advance payment can be given.

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

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

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

7.5 All the payments for the supplier and/or services (as applicable) rendered by non-MSEs (Non- Micro & Small Enterprises) supplier/ contractor under the

e contract shall be released within forty-five (45) days from the receipt of invoices/bills from the contractor/ supplier complete in all respects.

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

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

8.0 COMPLETION SCHEDULE

8.1 The basic consideration and the essence of the Contract shall be the strict adherence to the completion period. The entire Scope of contract [i.e. Supply, installation& commissioning with change-over provision for both Hydel & solar supply system as per TS,BOQ and scope of work and terms &condition] is to be completed the entire scope of contract within 30 days from the date of issuance of the award letter/GeM Contract.

9.0 LIQUIDATED DAMAGES

9.1 If the contractor fails to complete the entire scope of contract [**i.e. Supply, installation& commissioning with change-over provision for both Hydel & solar supply system as per TS,BOQ & scope of work**] 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.

9.2 The L.D. charges for delay in completion of entire scope of contract beyond the maximum completion period [**i.e 30 days**] as stipulated at **clause 8.0(8.1)** above shall be @ 1/2% (Half percent) per week or part thereof for the total contract value. The total amount of L.D. charges for delay under the Contract will be subject to a maximum of five percent (5%) of the total contract price.

9.3 Amount of Liquidated Damage shall be payable by the Supplier whenever demanded by the Owner and / or Owner can recover the amount of liquidat

ed Damages (to the extent leviable at any time) from the amount payable to the Supplier available with Owner under this Contract.

- 9.4** Supplier's obligations and the Owner's remedies in respect of delay are solely and exclusively as stated in this Liquidated Damages clause subject to provisions of **Clause 10.0** and consequence thereof.

10.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

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

- a)** if the Contractor fails to complete any part of all the work or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Owner.
- b)** if the Contractor fails to perform any other obligation(s) under the Contract.
- c)** If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 10.2** 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 / unrepaired, 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.

11.0 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.

12.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 12.1** 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.
- 12.2** 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.
- 12.3** 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.

13.0 SETTLEMENT OF DISPUTES

- 13.1** 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.
- 13.2** 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.
- 13.3** 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.

13.4 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.

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

14.0 ARBITRATION (with Pvt. Party)

14.1 If at any time, any question, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice, in writing, of the existence of such question, dispute or differences. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

14.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.

14.3 In the event of the Contractor, that is to say a foreign supplier, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third by the President of the International Chamber of Commerce. The Arbitration shall be conducted in accordance with the rule and procedure for arbitration of the International Chamber of Commerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the arbitration clause, the President of the International Chamber

of commerce shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties.

14.4 Arbitration(s) shall give reasoned award.

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

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

14.7 The arbitration proceedings shall be held at such place and time in India as the Arbitrator(s) may determine. The decision of the Arbitrator(s) shall be final and binding upon the parties hereto and the expenses of the Arbitration shall be paid as may be determined by the Arbitrators.

14.8 Performance under the contract shall, reasonably possible, continue during the arbitration procedures and payment due to the supplier by the purchaser shall not be withheld unless they are subject matter of the Arbitration proceedings.

15.0 ARBITRATION (WITH CPSEs)

15.1 *"In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) /Port Authorities inter-se and also between CPSEs and Govt. Departments/ Organization (Excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS -13578 dated 8th December, 2023 and the decision of AMRCD on the said dispute will be binding on both the parties.*

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 Rampur Bushahar/ Shimla/Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

17.0 ENGINEER IN CHARGE (EIC)

Post award correspondences shall be carried out with HOD (PSIT&C Deptt.), NJHPS, SJVN Jhakri, (who shall be the EIC of this Contract).

18.0 CONSIGNEE

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

Bhima Kali Temple Sarahan Distt. Shimla -172102

**C/o EIC[HOD (PSIT&C)],Nathpa Jhakri Hydro Power Station,
SJVN Ltd., Distt. Shimla, (HP)**

Pin-172102 (INDIA), Contract No. 8628891362

* *

3. 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---