बिड संख्या/Bid Number: GEM/2026/B/8258734

दिनांक /Dated: 10-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-12-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-12-2026 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: amisha.raj@sjvn.nic.in
कुल मात्रा/Total Quantity	40
वस्तु श्रेणी /Item Category	PRESSURE LINE FILTER CARTRIDGE , SUCTION STRAINER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Suction Strainer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Y Strainer, Suction Catheters (V2), Industrial Strainer (V2), Reinforced Concrete Fence Posts (V2) as per IS 4996, Suction Tube, High Vacuum Suction Machine (V3), Closed Suction Set (V2), Domestic Strainers or Colanders Tea Strainer (Defence), Portable Suction Machine (V2), Manual Suction Unit (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Industrial Strainer • Element Filter Compressor • Filter Cartridge
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate *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 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	PRESSURE LINE FILTER CARTRIDGE
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	202794
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

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

PRESSURE LINE FILTER CARTRIDGE (20 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	20	60

SUCTION STRAINER (20 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	20	60

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

1. **Scope of Supply**

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

2. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3. **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 MP FILTRI India Pvt. Ltd** (i.e OEM of required item) **or their authorized dealer(s)** on behalf of SJVN Limited for **"Supply of Filters for Power Pack of Butterfly Valves at BVH of NJHPS, Jhakri "** [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 a Manufacturer {i.e **M/s MP FILTRI India Pvt. Ltd** } or their authorized dealer (s).

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

(a) Copy of Authorization Certificate from **M/s MP FILTRI India Pvt. Ltd,** if the bid is submitted by their authorized dealer(s).

Remarks:- OEM [i.e M/s MP FILTRI India Pvt. Ltd] or any authorized dealer (s) of OEM can participate in the tender, However in case where the Manufacturer has also submitted the bid along with authorized dealer (s), than bid of OEM shall be considered and bid (s) of authorized dealer (s) will not considered and EMD will be returned.

5.0 Scope of Proposal

5.1 The scope of proposal includes the **" Supply of Filters for Power Pack of Butterfly Valves at BVH of NJHPS, Jhakri."** detailed Complete Technical Specification and BoQ as per Annexure –A enclosed and same shall be integral part of the contract.

5.2 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).

5.3 The bidder shall be required to offer/quote their rates for entire scope of Supply including P&F, Freight & transit insurance charges inclusive of GST.

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 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):- Not Applicable

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

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 mentioned in or to be reasonably inferred from the bidding documents.

- Bidders are required to quote the price for the commercial, contractual and technical obligations outlined 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 subject 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 for **entire scope of supply** 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 for the same

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 with in 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 followings:

(i) Authorization Certificate from Manufacturer {i.e. **M/s MP FILTRI India Pvt. 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) Undertaking annexure-C and acceptance copy of annexure-F as per clause No**. 11.0 below.**

(vi) Undertaking/Land border sharing **annexure-D** as per clause No**. 12.0 below.**

(vii) TReDs registration details or undertaking as per clause ref. no **13.0 below** (**applicable only for MSE vendors).**

(viii) Undertaking as per **annexure-E.**

► 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 instructions 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 employees that they will observe the high standard of ethics during the bidding process and execution of such Contracts. **For this purpose, the applicant shall submit the undertaking as per annexure-C.** In pursuance to this policy:

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

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

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

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

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

uestion.

Remarks:- Guidelines on Banning of Business Dealings are as per Annexure-F enclosed. Bidder s are required to submit a duly signed and stamped acceptance copy of Annexure-F.

12.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid in this tende r 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 amend ment/clarification issued in this regard. The bidders for the purpose of compliance and its procedur e for registration from Competent Authority etc. The bidder has to submit the undertaking as per **A nnexure- D** regarding compliance of above-mentioned order. In case the undertaking given by th e bidder whose tender has been accepted by the Employer is found false at the later stage, this wo uld be a ground for immediate termination and further legal action shall be taken in accordance wi th law.

13.0 Mandatory Registration on TReDS portal for MSME Vendors:-

TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of M icro, 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, incl uding Government Departments and Public Sector Undertakings (PSUs). It is mandatory to all CPS Es 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 o f 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 themsel ves with any of the exchanges providing e –discounting /electronic factoring services on TReDS pla tform and following the procedures defined therein.

Therefore, all MSEs Vendors in their own interest are hereby requested to register themselves on T ReDs portal .**The contract shall be awarded to eligible MSE bidders only if they get them selves 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 c onfirmed that our firm shall get registered on TReDs if found L-1 before placement of o rder**" 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 awarde d.

14.0 BILL TRACKING SYSTEM:

Prior to the submission of the bills in physical form, supplier shall submit the bills in SJVN vendor bi

ll 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 t o 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 Status 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 testing 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 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: Not Applicable.

3.0 Packing:-

The bidder shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination. No extra amount shall be paid by SJVN on this account.

4.0 INSURANCE:-

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

The Insurance should be done strictly as per the contract and consignee/EICs should take up the matter with the Supplier /contractor by writing e-mail immediately after the award to take insurance cover as per tender and Insurance policy should be shared with consignee through e-mail **(mmg.njhps@sjvn.nic.in)** before the dispatch of the material and material shall be only permitted for dispatch if the Insurance Policy is as per contract requirements. SJVN shall give comments regarding acceptance of Insurance Policy within two (02) working days after the receipt of same through e-mail.

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

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

5.0 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 as their in 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.

6.0 FORCE MAJEURE

6.1 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, sabot age, acts of restraint of Government, federal, state or municipal action or regulation, fire, flood, hur ricanes, 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 circumstanc es not subject to their control, whether of a similar or dissimilar nature which prevents the Contract or from completion of work. Any such cause or delays even though not existing on the date of the c ontract on or the date of start of reclaiming shall extend the time of performance automatically by l ength of delays occasioned thereby, including delay reasonably incidental to the resumption of nor mal 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 suc h condition and the cause thereof. Unless otherwise directed by the Owner in writing, the Contract or 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 ev ent.

7.0 PAYMENT TERMS

7.1 Hundred 100% payment along with 100% taxes and duties shall be made within 10 days after the receipt of complete material at site O&M Stores, NJHPS, SJVN, Jhakri on generation of CRAC and on submission of following documents to consignee for the release of the payment:-

(i) Invoices in triplicate.
(ii) Warrantee Certificate as per GCC Clause No. 5.0 above.
(iii) Inspection report issued by indenting deptt. or their authorized representative as per ITB Clau se no. 6.2 above.
(iv) Copy of GST No. & PAN No.

(v) Insurance Policy as per GCC Clause no. 4.0 above.

(vi) Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Jhakri by indenting deptt. or their authorized representative or consignee, for receiving of material in good condition.

(vii) E-way bills (as per applicable Rules).

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

7.3 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) 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 Provider

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

8.0 DELIVERY PERIOD:-

The basic consideration and the essence of the Contract shall be the strict adherence to the Delivery Schedule. The entire scope of the material is to be delivered at O&M Stores, NJHPS, SJVN Ltd., Jhakri within **60 days** from the date of the issue of GeM Contract.

9.0 LIQUIDATED DAMAGES:-

9.1 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,

9.2 The Liquidated Damage for delay in delivery of the material beyond the maximum delivery period as stipulated at **clause 8.0** above shall be @ 1/2% (Half percent) per week or part thereof. The total amount of Liquidated Damages for delay under the Contract will be subject to a maximum of ten percent (10%) of the total Contract price.

9.3 Amount of Penalty shall be payable by the Contractor whenever demanded by the Owner and/ or Owner can recover the amount of Penalty (to the extent leviable at any time) from the amount pay able to the Contractor available with Owner under this Contract.

9.4 Contractor’s obligations and the Owner’s remedies in respect of delay are solely and exclusively a s stated in this Penalty 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 d efault 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 / g et repaired, upon such terms and in such manner as it deems appropriate, Goods or Services si milar 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 perfor mance 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 with out 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 o ther 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 d ecision to do so.

12.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the e xtent 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 wor k 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 comp ensation, 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 ext ent 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 Cont ractor, 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, wh o within a period of ten (10) days after being requested by either party to do so, shall give writt en 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 fina l and binding upon the parties until the completion of the entire work under the Contract and sh all 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 arbitrati on 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 reques ted 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) d ays, 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 All disputes or differences in respect of which the decision, if any, of the Engineer has not beco

me final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provid ed.

14.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a fir m or a company duly registered or incorporated in India, the arbitration shall be conducted by t hree 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 ar bitration clause, the President of the Institution of Engineers, India shall have the power at the r equest 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.

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

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 e xpenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrator s may, from time to time with the consent of all the parties enlarge the time for making the awa rd. In the event of any of the aforesaid arbitrators dying, neglecting, resigning of being unable t o act for any reason, it will be lawful for the party concerned to nominate another arbitrator in p lace of the outgoing arbitrator.

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

15.0 ARBITRATION (WITH CPSEs): Not Applicable

16.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

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

b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort o r otherwise, shall not exceed the total Contract Price, provided that this limitation s

hall not apply to the cost of repairing or replacing defective equipment, or to any o bligation of the Contractor to indemnify the Employer with respect to patent infringement.

17.0 APPLICABLE LAW:

17.1 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 u nder the Contract.

18.0 NOTICES

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

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

19.0 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 pay ment etc. is to be carried out with consignee at above contact information.

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4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

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

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---