बिड संख्या/Bid Number: GEM/2026/B/8260833

दिनांक /Dated: 19-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-12-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-12-2026 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	36
वस्तु श्रेणी /Item Category	Limit Switch plunger type
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Limit Switch Plunger type
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Roller lever Limit Switch, Modular Piano Type Domestic Electrical Switches ISI Marked To IS 3854, Limit Switch, limit switch(NPCIL), PVC Insulated Unsheathed Cable with Flexible Conductor ISI Marked To IS 694, PLUNGER TYPE METERING PUMP, Non Modular Piano Type Domestic Electrical Switches ISI Marked To IS 3854, Isolator Switch (Switch Disconnector) Conforming To IS/IEC 60947 (Part 3), modular electrical enclosure switch board boxes for modular type accessories, Metal Shelving Racks (Adjustable Type) conforming To Is 1883 (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Limit Switch • Roller lever Limit Switch
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

बिड विवरण/Bid Details	
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
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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	509760
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	10195

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).	16

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

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

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

लाभार्थी /Beneficiary :

DGM(F&A)
Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(Njhps, Sjvnl, Jhakri, Hp)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Limit Switch Plunger Type (36 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	36	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

A. INSTRUCTIONS TO BIDDERS (ITB)

The bids are invited through GeM Portal, so please read the instructions carefully and upl oad /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,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 fact ors as can be envisaged for transportation of equipment to avoid and overcome the hind rances/ limitations on existing road on account of weather conditions and any other r easons without affecting the schedule.

4.0 **Minimum Qualifying Requirement:** Open tender is invited as per technical specification A nnexure-A enclosed along with bid document.

5.0 **Scope of Proposal**

5.1 **The complete scope of supply is as detailed in the Technical Specifications as per A nnexure-A and same shall be integral part of the contract.**

5.2 The detailed complete Scope of supply is for **"Supply of Limit Switch Plunger type for g enerating units of NJHPS."** as per Technical Specifications enclosed along with tender doc uments.

5.3 **The material is to transport through "Registered Common Carrier" only (Register ed Common Carrier mean the carrier registered with a State Transport Authority or a Regional Transport Authority**).

6.0 **Quality Assurance Plan:-**

6.1 The QAP shall be as per Technical specification enclosed and as per relevant latest Indian/Interna tional Standard**.**

6.2 **Inspection:-** Inspection of material shall be carried out by the SJVN/ Intender/ HOD(PHEM) or their authorized representative at O&M, Store, NJHPS, SJVN Ltd. Jhakri.

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

7.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting for **₹10,19 5/- (₹ Ten Thousand One Hundred Ninety Five Only).**

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

7.3 **EARNEST MONEY DEPOSIT/BID SECURITY EXEMPTION:-** The bidder seeking Earnest Mone y Deposit/Bid Security exemption, must submit the valid supporting document for the relevant c ategory as per GeM GTC along with the bid. Under MSE category, only manufacturers for goods

and Service Providers for Services are eligible for exemption from submission of Earnest Money Deposit/Bid Security. Traders are excluded from the purview of this Policy. **If the MSE/NSIC/Startup India certificate does not contain the item(s)/Services) as listed in our NIQ/NIT and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD and the same should reach within ten (10) days from the date of SJVN's clarification sought through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.**

Remarks: The exemption of the submission of the EMD shall be given to the MSE firm only after verification of their MSE registration on MSME Databank {i.e. on website udyamregistration.gov.in & DPIIT website https//:dpiit.gov.in}.

7.4 The Bid Security/EMD shall be submitted/deposited ONLINE in SJVN account through NEFT/RTGS as per detail given below:

Beneficiary Name:	SJVN LTD O AND M ACCOUNT, Payable at SBI Jhakri
Account No:	11543142129
IFSC Code:	SBIN0006988
Bank Branch:	SBI Jhakri

Caution: Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service provider would not responsible for the same.

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

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

7.7 FDR/TDR/BG: Please note that EMD (Earnest Money Deposit) / Bid Security in the form **of FDR/ TDR {Pledged in favour of the NJHPS, SJVN Ltd. Jhakri}/ BG {As per GeM standard format}** is also acceptable. **In case EMD is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure SFMS to Employer's/Buyer's Beneficiary Bank whose details are provided in the ITB Clause No. 7.0(7.4)** above. The bid security shall remain valid for a period of 45 days beyond the original validity period and beyond any extension subsequently requested. The FDR/TDR in original/physical form should reach preferably on or before bid closing date at the address given below.

Head of the Department

(Procurement & Contract Department),

NJHPS, SJVN Ltd. Jhakri,

Distt. Shimla (H.P.)-172201

Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered. If any bidders submitted EMD in the form of DDs, local Chequ e/ outstations Cheque then SJVN may ask the bidder to submit the EMD as per clause no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-res ponsive and price bid of such firms shall not be opened.

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7.8 The bid security/ EMD and bid security exemption certificates shall remain valid for a period of 45 days beyond the original bid validity period and any extension subsequently requested. If the Bid security/ Exemption certificate is not found valid for 45 days beyond the original bid validity period and any extension subsequently requested, SJVN may ask the bidder to extend the validit y of the Bid security/ Exemption certificate for a period up to 45 days beyond the original validity period or else submit the EMD/ Bid security. Such EMD/ bid security shall be submit as per claus e no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

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

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

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

7.12 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder i n the Bid Form;

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

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

(d) if the Bidder refuses to withdraw, without any cost to the Owner, any deviation not list

ed in bid but found elsewhere in the bid; or

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

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

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

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

A. Price Bid Part

a. Bidder shall be required to offer/quote their rates/ prices for entire scope of s upply as per details technical specification upload along with the bid. FIRM pr ices for FOR, O&M Stores Jhakri (HP, INDIA) basis is to be quoted inclusive of the charges towards P&F, Freight & Insurance charges including GST.

b. GST shall be applicable as per GST rules, thus GST has to be quoted accordin gly 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 f or 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 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 incre ase in taxes & duties /new introduction of new taxes & duties/ levy by the Go vt. is made with in delivery period as per LOA/Gem contract, otherwise same s hall be paid by the bidders. Accordingly the taxes & duties shall be quoted by bidder.

B. Techno-Commercial bid part consist of followings:

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

(ii) Copy of GST and PAN.

(iii) Undertaking **(Annexure-C & Annexure-D)** as per clause no. **9.0 below**

(iv) Undertaking Land border sharing **Annexure-E** as per Clause **10.0 below**.

(v) TREDs Registration no. /Undertaking as per **clause No.11.0 [Note: applicable to only MSE Vendors]**

(vi) Acceptance copy of Annexure-A i.e. Technical Specification

(vii) The soft/ scanned copies of the Technical Data Sheet/ Technical Catalogues/ Technical Details of the offered product etc. or any other information as per technical specification are to be uploaded along with the bid.

9.0 CORRUPT OR FRAUDULENT PRACTICES

It is expected from the bidders/ contractor and/ or any of its personnel, or its agents, or its sub-contractors, manufacturer, sub-consultants, service providers, suppliers and /or their employees that they will observe the high standard of ethics during the procurement and execution of the Contract. **For the purpose, the applicant shall submit the undertaking as per Annexure-C**. In pursuance of this policy:

(a) For the purposes 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 of facts in order to influence a procurement process or the execution of a contract to the 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, service 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 that bidders/contractor and/ or any of its personnel, or its agents, or its sub-contractors, manufacturer, sub-consultants, service providers, suppliers and /or their employees has engaged in corrupt or fraudulent or collusive practices in competing for or in executing the contract in question

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 bid part.**

10.0 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.

11.0 Mandatory Registration on TReDS portal for MSME Vendors: -

TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. It addresses the issue of delayed payments to MSMEs. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). It is mandatory to all CPSEs to register themselves and ensure mandatory on boarding of MSE vendors on TReDS portal.

There are three TReDS platforms which are presently operational in India. Receivables Exchange of India Ltd (RXIL), M1xchange and Invoicemart. Currently SJVN Ltd. is transacting with M1xchange and Invoicemart TReDS platforms only. MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e –discounting /electronic factoring services on TReDS platform and following the procedures defined therein.

Therefore, all MSEs Vendors in their own interest are hereby requested to register themselves on TReDs portal. The contract shall be awarded to eligible MSE bidders only if they get themselves registered on TReDs portal. Therefore, the bidders shall submit the TReDs registration details along with their bid or else can also submit an undertaking on their letterhead that " it is confirmed that our firm shall get registered on TReDs if found L-1 before placement of order" along with their bid. The MSE bidders shall have to ensure registration on TReDs portal and submit documentary evidence before award of contract falling which contract shall not be awarded.

12.0 BILL TRACKING SYSTEM:

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

Once supplier received the user ID and password from the concerned department, the supplier can log in to vendor bill tracking system with the user ID, password and OTP.

After Log in, supplier shall enter the details required in the vendor portal screen, and submit the invoice specifically to the concerned SJVN official's email ID (abcd@sjvn.nic.in), after submission a unique VITMS number (Reference Number) will be generated and supplier will receive an automated unique VITMS number (Reference Number) both in its registered email ID and mobile number.

On receipt of the physical bill, concerned SJVN official shall online acknowledge the receipt of the bill. All the actions taken by the concerned officials of SJVN can be easily been tracked in the "Invoice Status Section" by supplier.

After the final payment, vendor can download the details of the payment under check forwarding details section on the Invoice upload and track screen.

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 Limited**.

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

(f) **"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.

(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 unco nditional performance security for **five percent (5%)** of the contract Price including GST wit h validity up to **60 days after Warranty Period (Refer Clause 5.0).**

2.2 The proceeds of the performance security shall be payable to the Owner as compensation f or any loss resulting from the Contractor's failure to complete its obligations under the Contr act.

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 format enclosed/As per the Standard Format of GeM)** issued preferably by a nationalized bank/ scheduled bank as per RBI guidel ines, acceptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN acco unt (As per bank account detail given below:-

Beneficiary Name:	SJVN LTD O AND M ACCOUNT, Payable at SBI Jhakri
Account No:	11543142129
IFSC Code:	SBIN0006988
Bank Branch:	SBI Jhakri

Caution: Please ensure that you need to mention the correct beneficiary account number a nd IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of fun ds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service pro vider would not responsible for the same

2.4 **In case CPG is submitted by way of Bank Guarantee; while issuing the physical B Gs, the Supplier’s/contractor’s Bank shall also send electronic message through se cure SFMS to Employer’s/Buyer’s Beneficiary Bank whose details are provided as a bove.**

2.5 The performance security will be discharged by the Owner and returned to the Contractor n ot later than sixty (60) days after expiry of warranty period of works under the scope of the c ontract.

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 p oint.**

Note:- In case of last days of submission of Performance security happens to be a bank holid

ay, the last day of submission of CPG shall be next working day.

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

3.0 PACKING:

3.1 The supplier/contractor shall provide such packing to the goods as is required to prevent dam age or deterioration during transit to their final destination.

4.0 INSURANCE:-

The goods to be supplied under the scope of the supply shall be insured for all risks **Tra nsit/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 t he matter with the Supplier /contractor by writing e-mail immediately after the award to take i nsurance 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 c omments regarding acceptance of Insurance Policy within two (02) working days after the rece ipt 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 ab ove insurance compliance is to be ensured in case advance payment in part or full is to be ma de.

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

5.0 WARRANTY

5.1 The Complete material supplied under the scope of contract shall be under warranty for perio d of **12 months** from the date of supply and acceptance of material at site at O&M store NJHP S, SJVN Ltd. Jhakri. In case of any defect found within warranty period in the supplied material due to poor quality of material, the supplier shall replace the faulty material free of cost at site , NJHPS, SJVN Ltd. Jhakri as per the notification of SJVN. Copy/scanned copy of warranty Certific ate issued on letter head of contractor/ supplier to be sent by post/through authorized e-mail o f supplier as per LOA/Gem contract.

6.0 FORCE MAJEURE

The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to c omplete the entire scope of supply at Jhakri site within schedule time for all or any part of the i tem due to the act of God, war declared or undeclared, acts of public enemy, riots, civil comm

otion, 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.

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 100% payment along with 100% taxes and duties shall be made within 10 days after the receipt of complete material at 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. Copy of GST No. & PAN No.
iii. Copy of Contract Performance Security as per sr.no. 2.0 of GCC above.
iv. Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Jhakri by authorized representative or consignee for receiving of material in good condition.
v. Insurance Policy as per sr. no. 4.0 of GCC above.
vi. Inspection Report as per clause 6.1 ITB. The Intending deptt. of SJVN shall submit the inspection Report.
vii. E-way bills (as per applicable Rules).
viii. 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/Gem Contract.

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 LTD. policy, no advance payment can be given.**

7.4 All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & S mall 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 wher e any objection is made in writing by SJVN regarding acceptance of goods or services within fift een days from the date of delivery of goods or the rendering of services, the day on which such objection is removed by the contractor/supplier.

In case payments are not released as mentioned above, SJVN shall pay the principal amount pl us 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 contract shall be released within fort y-five (45) days from the receipt of invoices/bills from the contractor/ supplier complete in all r espects.

7.6 In case payments are not released as mentioned above, SJVN shall pay the principal amount p lus 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 shall be entitled to make all d eduction towards taxes from the payments to be made to the contractor as may be ma ndatory as per rules under GST/IT ACT. However SJVN shall give a statement in respect o f such deductions to the contractor.

8.0 DELIVERY PERIOD

8.1 The basic consideration and the essence of the Contract shall be the strict adherence to the D elivery Schedule. The entire scope of the material is to be delivered at O&M Stores, NJHPS, SJV N Ltd., Jhakri within **60 Days** from the date of 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 s hall, 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 pe riod as stipulated at **clause 8.0[8.1]** above shall be @ 1/2% (Half percent) per week or part th ereof. 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 LD charges shall be payable by the Supplier/Contractor whenever demanded by the Owner and/ or Owner can recover the amount of LD charges (to the extent leviable at any time) from the amount payable to the Supplier/Contractor available with Owner under this Contract .

9.4 Supplier's/ Contractor’s obligations and the Owner’s remedies in respect of delay are solely an d exclusively as stated in this LD 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 / g et repaired, upon such terms and in such manner as it deems appropriate, Goods or Services s imilar to those undelivered / un-repaired, and the Contractor shall be liable to the Owner for an y excess costs for such similar Goods or Services. However, the Contractor shall continue perf ormance 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 wit hout 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 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 t he work terminated, and assist the Owner in storage, maintenance, protection, and dispositio n 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 com pensation, 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 Con tractor, arising out of the Contract for the performance of the Works whether during the progre ss of the Works or after its completion or whether before or after the termination, abandonmen t 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 fin al 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, wi th all due diligence, whether he or the Owner requires arbitration as hereinafter provided or no t.

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 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, eithe r party may forthwith give to the other, notice, in writing , of the existence of such questi on, 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 th e 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 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. The arbitration shall be con ducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statu tory modification thereof.

14.3 In the event of the Contractor, that is to say a foreign supplier, the arbitration shall be conducte d 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 conduct ed in accordance with the rule and procedure for arbitration of the International Chamb er of Commerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (60) da ys 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 par ties, to appoint the arbitrators. A certified copy of the said President making such an appointme nt 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 ex penses 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 of being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in pla ce of the outgoing arbitrator.

14.6 The arbitrator shall have full powers to review and/or revise any decision, opinion, directions ce rtification 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 Arbitra tor(s) may determine. The decision of the Arbitrator(s) shall be final and binding upon the p arties hereto and the expenses of the Arbitration shall be paid as may be determine by t he Arbitrators.

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

15.0 ARBITRATION (WITH CPSEs)

In the event of any dispute or difference relating to the interpretation and application of the provisi ons of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Authorities inter-se and also between CPSEs and Government Departments/Organizations (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, 2025 and the decision of AMRCD on the said d ispute 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 Bushahr/ Shimla/Delhi shall have exclusive jurisdiction in all matters aris ing under the Contract.

17.0 CONSIGNEE: The good under this contract shall be dispatched to the consignee at the followi ng address:-

HOD (MMG), NJHPS, SJVN Ltd.,
Nathpa Jhakri Hydro Power Station,
SJVN Ltd., Jhakri, Distt. Shimla, (HP)
Pin-172201 (INDIA).

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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---