

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-06-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Sjvn Limited
Organisation Name/संगठन का नाम	Sjvn Limited
Office Name/कार्यालय का नाम	Njhps Sjvn Jhakri Hp 172201
क्रेता ईमेल/Buyer Email	rajeshkr.negi@sjvn.nic.in
Total Quantity/कुल मात्रा	2000
Item Category/मद केटेगरी	Supply Hard Coating Powder for HVOF Thermal Spray Process of Nathpa Jhakri Hydro Power Station, SJVN
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Hard Coating Powder
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Surveillance Hard disk, Hard Disk Crusher, Field Search Light (MHA), Battery Terminal Coating, Portable Fire Extinguishers (V2) as per IS 15683:2018, Lab Coating Machine, Garden Bench, Coating Thickness Gauge, Classroom Stools, Specialised Galva Coating
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • ALUMINIUM METAL FINE POWDER • Metallic Zinc Powder (Zinc Dust) - IS 4611
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	OEM Authorization Certificate, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	INR 16908400
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	338168

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	17

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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।

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

Beneficiary/लाभार्थी :

DGM(F&A)

Njhps Sjn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(F And A Njhps Sjn Ltd. Jhakri)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. 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. 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.

Supply Hard Coating Powder For HVOF Thermal Spray Process Of Nathpa Jhakri Hydro Power Station, SJVN (2000 kilogram)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Rohit Verma	172201,O AND M STORES NJHPS SJVN JHAKRI	Quantity/मात्रा	Delivery to start after/प्रारम्भ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			1000	0	45
			1000	45	75

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Technical specification View	Technical specification	Supply Hard Coating Powder For HVOF Thermal Spray Process Of Nathpa Jhakri Hydro Power Station, SJVN(2000)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

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

period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

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

3. **Generic**

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

4. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

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Subject: Supply of 2000KG Hard Coating Powder for HVOF Thermal Spray Process of Nathpa Jhakri Hydro Power Station, SJVN Ltd. Jhakri [Detailed complete scope of supply as per technical specification & ATC].

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A. INSTRUCTIONS TO BIDDERS (ITB)

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

1.0 General Instructions

The SJVN Limited, hereinafter called "SJVN Ltd." / "Owner" is a Joint Venture of Govt. of India and Govt. of Himachal Pradesh having its registered office

ce at Corporate Head Quarter, 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 235 Km (Approx.) from Jhakri.

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- 22).	:	235 Km (Approx.)
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(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur - Jhakri.	:	252 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri.	:	337 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: As per PQR Annexure-A of the bidding document

5.0 Scope of Proposal

5.1 Supply of 2000KG Hard Coating Powder for HVOF Thermal Spray Process of Nathpa Jhakri Hydro Power Station, SJVN Ltd. Jhakri in line with Technical Specifications.

5.2 The quantity to be supplied under this contract" is as under:

Sr. No.	Description	Unit	Qty.
1.	Hard Coating Powder as per technical specifications & QAP enclosed	Kg.	2000
Note: The technical bid evaluation of the offer products/powder shall be evaluated as per technical specification enclosed/attached along with bid document.			

5.3 The different manufacturer's offer different Packing as per the manufacturers country origin. This different packing may lead to shortage of the supply of the material. The shortage in the supply

ed material shall be allowed to maximum of 10 kg. However, the payment shall be made at actual quantity of the material supplied.

5.4 The Hard Coating Powder shall be delivered directly from OEM warehouse to NJHPS Stores Jhakri.

5.5 The bidder shall be required to offer their PRICES for entire scope of supply FOR (O&M), Store, NJHPS, SJVN Ltd. Jhakri. Firm prices for delivery FOR Jhakri basis by road transport to be quoted and should be inclusive of P&F charges, Freight & Insurance Charges and taxes and duties etc.

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

6.0 Quality Assurance Programme

6.1 The QAPs as approved by QA & I Deptt. Shimla is also enclosed. The QAP shall be as per QAP no. SJVN/QA/NJ/HC-03 respectively. The inspection and testing of the material shall be carried out by QA&I Deptt. Shimla as per technical Specifications and approved QAP. The MDCC shall be issued accordingly by QA &I Deptt. Shimla

6.2 MDCC shall be issued by SJVN within 07 working days from the date of intimation of powder readiness for dispatch.

6.3 Final Inspection: Inspection of material shall be carried out at NJHPS, O&M, Store, Jhakri by the Indenting deptt., HCF of NJHPS, SJVN Jhakri or their authorized representative.

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 **₹3,38,168/- (₹Three Lakh Thirty-Eight Thousand One Hundred Sixty-Eight Only).**

7.2 The bidder must also submit Bid Security Declaration along with

their bid as per format specified in Annexure-B enclosed.

- 7.3 EARNEST MONEY DEPOSIT/BID SECURITY EXEMPTION:** - The bidder seeking Earnest Money Deposit/Bid Security exemption, must submit the valid supporting document for the relevant category as per GeM GTC along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from submission of Earnest Money Deposit/Bid Security. Traders are excluded from the purview of this Policy. **If the MSE/NSIC/Startup India certificate does not contain the item(s)/Services) as listed in our NIQ/NIT/Bid 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 & start-up 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 be responsible for the same.

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

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

7.7 FDR/TDR/BG: Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TDR {Pledged in favour of the NJHPS, SJVN Ltd . Jhakri}/ BG {As per 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 Department
(Procurement & Contract Department),
NJHPS, SJVN Ltd. Jhakri,
Distt. Shimla (H.P.)-172201**

Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstanding Cheque will not be considered, otherwise SJVN reserve the right to ask for EMD in the above format and the same should be reached to SJVN in original within 10 days from the date of notification by SJVN.

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 validity 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 submitted as per clause no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

7.9 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later 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 required performance security.

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

7.12 The bid security may be forfeited

- (a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in 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 Deviation Schedule at the cost of withdrawal indicated by him;
- (d) if the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in Deviation Schedule but found elsewhere in the bid; or
- (e) in the case of a successful Bidder, if the Bidder fails within the specified time limit;
 - (i) To accept the Letter of Award or
 - (ii) To furnish the required performance security.
 - (iii) To start activities according to Work Completion Schedule.

8.0 Price Adjustment Data

Not applicable being "FIRM" Price Contract

9.0 Bid Prices

- Unless otherwise specified in the Technical Specifications, Bidders shall qu

ote 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.

10.0 Bid Currencies

Bidders shall quote all prices in Indian Rupees only

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

A. Price Bid Part

- a. Bidder shall be required to offer their rates & prices for entire scope of supply basis. FIRM prices for FOR, O&M Stores Jhakri (HP, INDIA) basis is to be quoted inclusive of the charges towards P&F, transportation, Insurance & 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. If bidder will upload any price bid part in technical bid, then, its bid will be outrightly rejected.

- d. Any other deduction like TDS etc as applicable under this contract as per the Govt. laws shall be made from the payment of the contract or and statement for the same shall be provided by SJVN for the same
- e. 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 increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made within schedule completion/delivery period as per LOA, otherwise same shall be paid by the bidders. Accordingly, the taxes & duties shall be paid/reimbursed at actual as per Rules

B. Techno-Commercial bid part consist of followings:

- (i) Guarantee Parameter/ Specifications” as per Annexure- H.
- (ii) EMD & Bid Security Declaration form as per Annexure-B enclosed.
- (iii) All documents as required as per Technical Specifications, copies of PAN No. & GST No etc. and technical literature/ technical details etc. as required as per the Technical Specifications. Any other documents as required/ asked in the tender are to be uploaded/ submitted along with the bid. These scanned documents are to be uploaded along with the General Documents.
- (iv) **The soft/ scanned copies of the Technical Data Sheet/ Technical Catalogues/ Technical Details/ Drawing etc. or any other information are to be uploaded along with the bid.**
- (v) **Authorized certificate from the manufacturer if bid is submitted by the authorized representative**
- (vi) Pre- Contract Integrity Pact as per clause no. **15.0 below**

- (vii) Self-certification regarding percentage of local content on company letter head by authorized person as per **Annexure-C** as per clause No. **16.0 below**.
- (viii) Undertaking regarding border land sharing **annexure-E** as per clause No. **17.0 below**.
- (ix) Undertaking as per annexure-G.
- (x) TReDs registration details or undertaking as per clause ref. no 18.0 below **(for MSE vendors only)**.
- (xi) **Note:** No. information relating to Price Bid shall be included in the Technical Bid. A technical bid containing any information related to price bid shall be declared non-responsive.

12.0 Withdrawal of Bids

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in Bid documents. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security / EMD/ action may be taken as per Bid Security declaration submitted by the firm along with bid.

13.0 Clarification of Bids

During bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the responses shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

14.0 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, serv

ices 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 sign the Integrity Pact as per clause no. 15.0 of ITB.** 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 question.

15.0 Adoption of Integrity Pact [ANNEXURE-D Enclosed]:

In order to ensure transparency, equity and competitiveness in its procurement, SJVN Ltd has decided to adopt Integrity Pact. The Integrity Pact (IP) envisages an agreement between the prospective Bidders/ Contractors and the buyer committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

Towards implementation of Integrity Pact, an MOU along with Integrity Pact Programme has already been signed between 'SJVN Ltd' and 'Transparency International India' (TII) on 05th January 2011.

The pact essentially envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both sides, not to resort to any corrupt practices in any aspect / stage of the contract. Only those vendors / bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

Promise on the part of the principal not to seek or accept any benefit, which is not legally available.

Principal to treat all bidders with equity and reason.

Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.

Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.

Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.

Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle

The Integrity Pact shall be applicable for transaction having threshold value of Rs. 10 lac for procurement of Goods, Rs. 50 lac for procurement of Service and 200 lac for procurement of Works. Further, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract and shall be responsible for to oversee the implementation of Integrity Pact Program to prevent corruption, bribery or any other unethical practices in SJVN Ltd.

In order to deal with any grievance/dispute(s) and to oversee implementation and effectiveness of the Integrity Pact programme pertaining to this tender, Bidders/Contractors may refer the same to Independent External Monitors (IEMs). Name and Address of the Independent External Monitor (IEMs) is as under:

1. Sh. Manoj Pant, IFoS (Retd.), Independent External Monitor,
House no. 70, Usha Colony, Sahastradhara Road,
Dehradun-248013, Uttarakhand
Email- mpant2007@gmail.com

2. Sh. Devendra Verma
604, Tower-14, Purvanchal Royal City, Chi V,
Greater Noida, G.B. Nagar(UP)-201310
Email: verma.davendra@gmail.com

All pages of the Integrity pact to be signed between SJVN Ltd. and the bidders / contractors on plain papers at the time of submission of bid as per the approved format. Signed copy of the Integrity Pact is to be included in the bid document while issuing Tender Document / uploading the tender documents on the Portals. The bidders submitting tender document (including downloaded) shall sign the Integrity Pact in original on the signed / scanned Integrity Pact. The duly signed Integrity Pact shall be uploaded & submitted by the bidder along with the bid.

Further following may also be noted:-

IP is deemed as part of the contract so that the parties concerned are bound by its provisions.

a person signing IP shall not approach the courts while representing the matters to IEMs and he / she will await their decision in the matter.

In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Failure to sign the integrity pact by applicant shall be liable to outright rejection of application / bid.

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

16.0 Preference for procurement of goods/Services/Works from Local Suppliers under Public Procurement (Preference to Make in India)

16.1 Local Supplier Categories:

- i. Class-I Local Supplier- Minimum Local Content = 50%.
- ii. Class-II Local Supplier- Minimum Local Content <50% and >20%
- iii. Non-Local Supplier-Local Content <20 %.

Definition of Local content: 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

1. Country of origin of Material/ Equipment/Services/Works
2. The bidder will submit the percentage (%) of local content along with Self-certification regarding Local Content in line with PPP-MII order, if applicable to be submitted on company letterhead by authorized person {**As per format Annexure-C enclosed**}.

16.3 In line with the revised PPP-MII order 2017 dated 16/09/2020, the bidder shall submit the self-certification, certifying that the item offered meets the Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on company letter head by the authorized person..

16.4 Self-declarations/ auditor's/ account's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MOP order 20/07/2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/supplier will be taken based on the recommendation of the Committee.

17.0 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.

18.0 mandatory Registration on TReDS portal for MSME Vendors:-

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

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

Therefore, all MSEs Vendors in their own interest are hereby requested to register themselves on TReDs portal. **The contract shall be awarded to eligible MSE bidders only if they get themselves registered on TReDs portal.** Therefore, the bidders shall submit the TReDs registration details along with their bid or else can also submit an undertaking on their letterhead 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 failing which contract shall not be awarded.

B GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Definitions

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

- (a) **"The Contract"** means the Contract Agreement entered between the Owner and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **"The Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- (c) **"The Services"** means all those services necessary for the completion of work as per Technical Specifications and other such obligations of the Contractor covered under the Contract.
- (d) **"The Owner"** means the **SJVN 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition".

2.0 CONTRACT PERFORMANCE SECURITY

- 2.1 Within **Twenty-Eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA/GeM Contract, the successful Bidder shall furnish to the Owner, an unconditional performance security for **Five percent (5%)** of the contract Price with validity up to **60 days after the Guarantee Period (Refer Clause 5.0)**.
- 2.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 2.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee **(As per the SJVN form at enclosed/As per the Standard Format of GeM)** issued preferably by a nationalized bank/ scheduled bank as per RBI guidelines, acceptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN account [As per bank account detail mentioned in ITB, Sr. no 7.4 above]. **In case CPG is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure SFMS to Employer's/Buyer's Beneficiary Bank whose details are provided in the ITB Clause No. 7.0(7.4) above.**
- 2.4 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after expiry of guarantee/warranty period of all the material /works under the scope of the contract.
- 2.5 **In case any delay in the submission of CPG, Interest shall be charged on per day basis on the amount of CPG@SBI MCLR as on date of bid submission + 200 basis point.**
- 2.6 The MSE/ NSIC/Start Up registered firms are not exempted from the submission of the Contract Performance Security.

3.0 PACKING:

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

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-rata basis based on the insurance receipt submitted by the supplier/contractor.

5.0 GUARANTEE

- 5.1 The material under the scope of supply will be new and free from any manufacturing defects or deficiencies arising due to design, engineering and from defects in material for a period of 12 months from the date of supply. The firm will be liable to replace any defective powder/ material free of cost supplied under this contract, as necessary during the stipulated period in the contract or on the direction of Consignee. Copy of duly signed guarantee certificate on company letter head sent through authorized e-mail of suppliers as per LOA is also acceptable

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, war declared or undeclared, acts of public enemy, riots, civil commotion, invasion, insurrection, sabotage

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

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

7.0 PAYMENT TERMS

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

- i. Three (03) copies of Supplier's commercial Invoice showing item description, quantity, Unit, rate, amount and other requisite details.
- ii. Copy Contract Performance Security as per GCC clause No.2.0
- iii. Copy of Material Dispatch Clearance Certificate (MDCC) issued by the Owner on a date prior to the date of dispatch.
- iv. Test Certificate as per technical specification & QAP
- v. Insurance Certificate as per GGC Clause No.4.0.
- vi. Guarantee Certificate issue by the supplier as per GCC clause No.5.0.
- vii. Signed copy of Integrity pact as per ITB clause No. 15.0.
- viii. Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Jhakri by EIC or his authorized representative or consignee, for receiving of material in good condition.

- ix. E-way bills (as per applicable Rules)
- x. Certificate of Country of origin of goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose.
- xi. Copy of GST No. & PAN No.

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 & Small Enterprises) supplier/contractor under the contract shall be released within forty-five (45) days from the day of acceptance.

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

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

7.5 All the payments for the supplier and/or services (as applicable) rendered by non-MSEs (Non- Micro & Small Enterprises) supplier/ contractor under the contract shall be released within forty-five (45) days from the receipt of invoices/bills from the contractor/ supplier complete in all respects.

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

7.7 **TAX DEDUCTION AT SOURCE UNDER GST/IT ACT:** SJVN 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 SCHEDULE

The basic consideration and the essence of the Contract shall be the strict adherence to the Delivery Schedule. The maximum time for completion from the date of issue of LOA/GeM Contract till delivery of the material at O&M Store, NJHPS, SJVN Ltd. Jhakri shall be as below:

Sr. No.	Description	Completion period (In No. of Days)
1.	1 st LOT of 1000Kgs	45
2.	2 nd LOT of 1000Kgs	75 [e.g.{45days (Sr. No.1 above) +30Day}]

9.0 LIQUIDATED DAMAGES

9.1 If the Supplier fails to complete the delivery of the material of any or all of the Goods 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 supply of material of "each lot" beyond

d the dates stipulated at clause 8.0 of GCC above shall be @ 1/2% (half percent) per week or part thereof of the total contract price of Each Lot. The total amount of Liquidated Damages for delay under the Contract will be subject to a maximum of ten percent (10%) of the Contract price of Each Lot Separately as per above delivery schedule. The maximum L.D. under this contract shall be 10% of the total contract price.

- 9.3 Amount of Liquidated Damage shall be payable by the Supplier whenever demanded by the Owner and / or Owner can recover the amount of liquidated Damages (to the extent leviable at any time) from the amount payable to the Supplier available with Owner under this Contract.

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

10.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

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

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

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

11.0 TERMINATION FOR INSOLVENCY

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

12.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 12.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default" and "Outbreak of War". The Owner shall in such an event give seven (7) days notice in writing to the Contractor of his decision to do so.
- 12.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in storage, maintenance, protection, and disposition of the works acquired under the contract by the Owner.
- 12.3 In the event of such a termination, the Contractor shall be paid equitable and reasonable compensation, as dictated by the circumstances prevalent at the time of termination.

13.0 SETTLEMENT OF DISPUTES

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

d the Contractor.

- 13.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 13.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within ten (10) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 13.5 In the event of the Engineer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as the case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.

14.0 ARBITRATION (with Pvt. Party)

- 14.1 If at any time, any question, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice, in writing, of the existence of such question, dispute or differences. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 14.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

ration & Conciliation Act, 1996 or any statutory modification thereof.

- 14.3 In the event of the Contractor, that is to say a foreign supplier, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third by the President of the International Chamber of Commerce. The Arbitration shall be conducted in accordance with the rule and procedure for arbitration of the International Chamber of Commerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the arbitration clause, the President of the International Chamber of commerce shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties.
- 14.4 Arbitration(s) shall give reasoned award.
- 14.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 14.6 The arbitrator shall have full powers to review and/or revise any decision, opinion, directions certification or valuation of the Engineer in consonance with the contract.
- 14.7 The arbitration proceedings shall be held at such place and time in India as the Arbitrator(s) may determine. The decision of the Arbitrator(s) shall be final and binding upon the parties hereto and the expenses of the Arbitration shall be paid as may be determined by the Arbitrators.
- 14.8 Performance under the contract shall, reasonably possible, continue during the arbitration procedures and payment due to the supplier by the purchaser shall not be withheld unless they are subject matter of the Arbitration proceedings.

15.0 ARBITRATION (WITH CPSEs)

- 15.1 *Notwithstanding the above, in case the contractor is a Central Public Sector*

or Enterprise (CPSE)/Government Organization or Department then the dispute or difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20/02/2020. The decision through AMRCD will be final and binding on all the concerned.

16.0 APPLICABLE LAW

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

17.0 ENGINEER IN CHARGE (EIC)

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

18.0 CONSIGNEE

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

HOD (MMG Deptt.)

Nathpa Jhakri Hydro Power Station,

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

Pin-172201 (INDIA)

Phone No. 0091-1782-275041; Fax No. 0091-1782-275827

* *

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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./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।

---Thank You/धन्यवाद---