

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 16:30:00
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
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Supply of Mortuary Van
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	supply of Mortuary Van
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Motor Caravan/Vanity Van, Cleaning Duster (V3), Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885, Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Shoes Black Non-Slip for Camouflage Rig ICG, Sweeping Broom (V5), Gear Lubricants for enclosed Industrial Gear Drives (V2) Conforming to IS 8406, Metal Beds (V3)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Two Wheeler - Motorcycle, Scooter and Moped (V2) • Passenger Car • Motor Caravan/Vanity Van
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	16396

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).	14

(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.

लाभार्थी /Beneficiary :

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

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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.

Supply Of Mortuary Van (1 pieces)

(Minimum 65% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sachin Kumar	172201,O AND M STORES NJHPS SJVN JHAKRI	1	90

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Buyer Added Bid Specific ATC

SJVN FOUNDATION
(A Non-Corporate Entity Registered as Trust)



Additional Terms & Conditions (ATC)

Instruction to bidders (ITB)

1.0 GENERAL INSTRUCTIONS

1.1 The SJVN Limited, hereinafter called "SJVN" / "Owner" is a Joint Venture of Govt. of India and Govt. of Himachal Pradesh having its registered office at Corporate Head Quarters, Shakti Sadan Shanan, Shimla (HP) PIN-171006, have their Nathpa Jhakri Hydro Power Station 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 Hydro Power Station 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. Jhakri is ahead of Shimla, the capital of the State of Himachal Pradesh about 150Km on NH-5. The Dam Site, Nathpa of power station is approx. another 50 Km away from Jhakri on NH-5.

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

Approximate Distance from	To	To	To
Kalka	Mumbai	Kolkata	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 -5).		230 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur - Jhakri.		247 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri.		332 Km (Approx.)

TRANSPORTATION 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 Equipments to avoid and overcome the hindrances/ limitations on existing road on account of weather conditions and any other reasons without affecting the schedule.

4.0 Minimum Qualifying Requirement: NIL as open tender is invited as per technical specification enclosed.

5.0 SCOPE OF PROPOSAL: Fabrication, Supply, Insurance and Transportation of BS-VI complied One (01) No. **Mortuary Van** for SJVN Foundation, NJHPS, SJVN Ltd. Jhakri, Distt. Shimla H.P.-172201 as per details complete Technical specification, scope, terms & conditions.

- 5.1 Bidder shall submit **Technical Specification** of the offered product along with bid for technical evaluation of the bid and same shall be Integral part of the contract.
- 5.2 Against this enquiry the supplier shall supply the **Mortuary Van** as per the technical specification along with all associated accessories.
- 5.3 On placement of order, **Mortuary Van** is to be delivered at Consignee Store Deptt., NJHPS, SJVN Ltd. Jhakri Distt. Shimla H.P.-172201. All necessary or mandatory approvals [like **registration & insurance** in the name of **Mahatma Gandhi Govt . Hospital Khaneri Rampur Bushahr Distt. Shimla H.P.** which shall be further confirmed by the SJVN Foundation/ Officer-in-Charge (OIC), HOD (CSR), NJHPS, SJVN Ltd. Jhakri or his authorized representative after the award of contract in written] in respect of **Mortuary Van** before dispatch shall be included in the vendor's sc

ope. However the **registration & insurance** charges shall be reimbursed by the SJVN Foundation at actual on submission of documentary proof.

- 5.4 The registration detail shall be provided by indenting deptt. i.e. HOD (CSR) after award of the purchase order.
- 5.5 The fabricated vehicle shall meet all the regulations with respect of Motor Vehicle Act/RTO regulation enforce.
- 5.6 **All the items shall be procured from OEM (Original Equipment Manufacturer) or Authorized Sellers/Agencies only).**
- 5.7 For any component of **Mortuary Van**, where any specific manufacturer/ trade name is mentioned for specific component in the tender document, the vendor shall provide it or minimum its equivalent.

6.0 PRE-DISPATCH INSPECTION:

- 6.1 **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** The seller will intimate to consignee 10 days in advance for pre-dispatch inspection/stage inspection. Before dispatch, the goods will be inspected by Buyer/Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency and logo of SJVN Foundation as per technical specification.
- 6.2 MDCC shall be issued by SJVN Foundation/OIC or his authorized representative with

in 07 working days from the date of intimation of readiness of **Mortuary Van** for dispatch. Any delay in inspection beyond seven (07) days on the part of the buyer /NJHPS/ SJVN Foundation shall be regularized without levy of L.D. charges.

- 6.3 Final inspection of **Mortuary Van** shall be carried out by the SJVN Foundation or their authorized representative at NJHPS, SJVN Limited, Jhakri, Distt. Shimla Pin No.-172201, Himachal Pradesh.

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 **₹16,396/- (₹Sixteen Thousand Three Hundred Ninety Six 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 Foundation 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>].

Note: The MSME benefits shall not be provided to the traders

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

Name of beneficiary	SJVN FOUNDATION
Bank Name:	IDBI Bank
Account No:	1481104000018443
IFSC Code:	IBKL0001481
Branch Code:	001481
MICR Code	171259003
Branch Address:	KANTA NIWAS, VILLAGE MEHELI, Distt. Shimla, HP-171009

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

7.2 The Bid Security/EMD through electronic fund transfer is to be credited in SJVN Foundation 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.

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7.3 EMD /Bid security can also be submitted through FDR/TDR/BG [as per SJVN Foundation standard format].

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7.4 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TDR [Pledged in favour of the SJVN Foundation account]/ 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/BG 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/ outstation Cheque will not be considered, otherwise SJVN Foundation reserve the right to ask for EMD in the above format and the same should be reached to SJVN Foundation in original within 10 days from the date of notification by SJVN Foundation.

7.5 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 Foundation** 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 Foundation**'s clarification through GeM.

7.6 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.

7.7 The bid security of the successful bidder will be returned when the bidder has furnished the required performance security.

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

7.9 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 quote for the entire supply on a "single responsibility" basis such that the total bid price covers all the supplier's obligations mentioned in or to be reasonably inferred from the bidding documents.
- ▶ Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.
- ▶ Bidders shall give the required details and breakup of their prices as per Schedules specified (If any).
- ▶ 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 Period of Validity of Bid

- ▶ Bids shall remain valid for a period of **120 days after the closing date prescribed by the Owner and subsequent extensions (if any) for the receipt of bids**. A bid valid for a shorter period shall be rejected by the Owner as being non-responsive.

- ▶ In exceptional circumstances, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing through GeM Portal Only. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

12.0 Bid Submission: The bids will be submitted through GEM portal. The bid is called under two (02) part bid system as under:-

A. Price Bid Part

- a. The bidder shall be required to offer their PRICES for entire scope of supply of **Mortuary Van** FOR SJVN Foundation, NJHPS, SJVN Ltd. Jhakri Distt. Shimla H.P.-172201. Firm prices for delivery FOR NJHPS, SJVN Ltd. Jhakri Distt. Shimla H.P.-172201 by road transport to be quoted and should be inclusive of P&F charges, Freight & taxes and duties etc.
- b. GST shall be applicable as per GST rules, thus GST has to be quoted accordingly by the bidder in the bid.
- c. Registration of vehicle & Insurance charges shall be reimbursed at actual on submission of documentary.
- 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 contractor and statement for the same shall be provided by SJVN Foundation for the same.
- e. **The taxes & duties shall be paid as per applicable rate at the time of delivery of the Mortuary Van [i.e. Fabrication, Supply, Insurance and Transportation of BS-VI complied One (01) No. Mortuary Van for SJVN Foundation, NJHPS, SJVN Ltd. Jhakri, Distt. Shimla H.P.-172201]. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Foundation, NJHPS, SJVN Ltd. Jhakri provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made within schedule of completion/delivery period as per LOA, otherwise same shall be paid by the bidders.**

B. Techno-Commercial bid part consist of followings:

- (i) EMD & Bid Security Declaration form as per **Annexure-B** enclosed.
- (ii) All documents as required as per Technical Specifications, copies 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.
- (i) Undertaking **Annexure- C** along with **Annexure-D** as per clause no. **13.0 below**
- (ii) Undertaking regarding border land sharing **annexure-E** as per clause No. **14.0 below**.
- (iii) **TREs registration details or undertaking at Annexure-F as per clause ref. no 15.0 below (Note: Applicable to MSE vendors only).**
- (iv) Self-certification regarding percentage of local content on company letter headed by authorized person as per **Annexure-G** as per clause No. **16.0 below**.
- (v) **Undertaking as per annexure -H** as per clause No. **17.0 below**.
- (vi) **Signed copy of complete technical specifications enclosed at Annexure-A confirming the comply of the TS for the offered product along with bid.**
- (vii) **Note: No material/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.**

13.0 CORRUPT OR FRAUDULENT PRACTICES

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

in pursuance of this policy, the Owner:

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

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

14.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authorities 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 (enclosed)** 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.

15.0 Mandatory Registration on TReDS portal for MSME Vendors: -

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

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16.0 Preference for procurement of goods/Services/Works from Local Suppliers under Public Procurement (Preference to Make in India) Revision PPP-MII order 2017 dated 16/09/2020& MOP order 28/07/2020 & 16.11.2021 in respect of Hydro Power Sector

16.1 Local Supplier Categories: Reserve for Class-I Local Suppliers Only

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- i. Class-I Local Supplier- Minimum Local Content = **65%**.

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-G 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 UNDERTAKING [Submit on Company Letter as ANNEXURE-H with Signed and Stamp along with bid]:

17.1 We have read carefully all the bidding documents and agreed to the conditions except for deviation taken clause wise in deviation schedule.

17.2 We have not changed the contents of the bidding documents.

17.3 Scanned copy of documents uploaded along with the bid is true to the best of our knowledge.

17.4 We have understood the requirement of Technical Specification & Scope of Work and these shall be complied completely

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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 Supplier/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 Supplier/ 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 Supplier/ Contractor covered under the Contract.
- (d) **"The Owner"** means the **SJVN Foundation/SJVN Limited**.
- (e) **"The Supplier/ 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 (**SJVN Foundation**), an unconditional performance security for **five percent (5 %)** of the Contract Price with validity up to **60 days after completion of warranty period**.

2.2 The performance Security shall be forfeited in the events of breach of contract by

supplier.

2.3 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. **GST as applicable shall be attributable to contractor extra.**

2.4 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 at Annexure-I /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**(pledged in the favour of the owner i.e. SJVN Foundation)** or online bank transfer in SJVN Foundation 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

2.5 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after expiry of warranty of all the material /works (i.e. **Mortuary Van**) under the scope of the contract. The certificate regarding successful completion of warranty period shall be issued by the OIC & the certificate is mandatorily required before release of Performance Security.

2.6 The MSE/NSIC/Startup India firms are **not exempted** from the submission of the Contract Performance Security.

2.7 **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.**

2.8 **Note: In case last day of submission of Performance Security happens to be a bank holiday, the last day of submission shall be the next working day**

3.0 **PACKING:**

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

4.0 **FREIGHT, REGISTRATION AND INSURANCE**

4.1 The transportation of the **Mortuary Van** upto Store, SJVN Foundation, NJHPS, SJVN Ltd. Jhakri Distt. Shimla H.P.-172201 shall be arranged by the supplier. The **Mortuary Van** shall be dispatched through experienced and reliable transporter who has experience of the delivery of such shipment.

4.2 Registration and Insurance: It will be the responsibility of Seller/Supplier to contact OIC in written and do the Insurance of the vehicle and also to get the vehicle insured as per Motor Vehicle Act. Additionally, the Seller/Supplier shall also get it registered (**Mortuary Van**) as per RTO details provided by the OIC before delivery to the consignee. However, OIC will provide all details regarding insurance and registration to the seller within 15 days after the issuance of Award.

Note:- The MDCC shall be issued only after the receipt of insurance by OIC.

5.0 WARRANTY:

5.1 The complete **Mortuary Van** shall be warranted in normal working condition for a minimum period of 12 months from the date of supply to SJVN Foundation, NJHPS, SJVN Limited Jhakri Distt. Shimla H.P.-172201 & acceptance by the SJVN Foundation. The Vendor shall provide operation & maintenance support against any defects during the warranty period. The said warrantee shall cover all products. In case of any defect found in the **Mortuary Van** due to poor quality of material and poor workmanship within warranty period, the supplier shall rectify or replace the faulty component free of cost at site, NJHPS, SJVN Ltd. Jhakri as per the notification of OIC/HOD, NJHPS, SJVN Foundation OIC/SJVN. Copy/ scanned copy of warranty certificate issued on letter head of supplier to be sent by post/ through authorized e-mail of supplier as per P.O.

6.0 FORCE MAJEURE

6.1 The firm shall not be liable for loss or damage to SJVN Foundation resulting from any delays or failure to complete the entire scope of supply at NJHPS SJVN Foundation 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, 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 Supplier/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 Supplier/Contractor shall promptly notify the Owner in writing of such condition and the cause thereof. Unless otherwise directed by the Owner in writing, the Supplier/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.0 PAYMENT TERMS

7.1 Hundred percent (100%) Payment of the ordered value including Registration, Insurance and taxes & duties shall be made within 10 days after delivery at Site of SJVN Foundation, NJHPS, SJVN Limited Jhakri, Distt. Shimla H.P.-172201 & generation of CRAC and on submission of following documents to the consignee for release of payment: -

- (i) Bill/Invoice
- (ii) Copy of Letter of award.
- (iii) Copies of GST No. & PAN.
- (iv) MDCC issued by OIC.
- (v) Final Inspection Report
- (vi) Copy of the Contract Performance Security as per Sr. No. 2.0 above of GCC.
- (vii) Copy of GR duly acknowledged at NJHPS, SJVN Limited Jhakri, Distt. Shimla H.P.-172201 by consignee, for receiving of **Mortuary Van** in good condition (As per applicable rule).
- (viii) E-way bill (As per applicable rule)
- (ix) Copy of Vehicle Insurance as per Motor Vehicle Act
- (x) Copy of Certificate issued by the OIC/SJVN Foundation or their authorized representative for the supply of **Mortuary Van** has been successfully completed by the supplier/contractor.
- (xi) Copy of Warranty certificate.
- (xii) Copy of Registration of **Mortuary Van**
- (xiii) Copy to Documentary proof of Permanent Registration of **Mortuary Van**

Note: The charges for the Vehicle Insurance & Registration shall be paid by SJVN Foundation as per actual.

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 n

amely: -

- 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 TAX DEDUCTION AT SOURCE UNDER GST/IT ACT: SJVN Foundation, NJHPS, SJVN Ltd. Jhakri Distt. Shimla H.P. 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 IT ACT. However, SJVN Foundation, NJHPS, SJVN Ltd. Jhakri shall give a statement in respect of 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 Delivery Schedule. The **Mortuary Van** is to be delivered at NJHPS, SJVN Ltd., Jhakri Distt. Shimla H.P.-172201 within **90 Days from** the date of issue of GeM Contract.

Note: Successful bidder shall have to program the fabrication activities in such a manner so as to supply the Mortuary Van within stipulated period of time.

9.0 LIQUIDATED DAMAGES

9.1 If the Supplier fails to complete the delivery of the **Mortuary Van at site** [i.e. NJHPS, SJVN Ltd. Jhakri] within the period(s) specified in the Contract, the Owner shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, as specified here in below,

9.2 The Liquidated Damage for delay in delivery of the **Mortuary Van** beyond the maximum delivery period as stipulated at **clause 8.0 [8.1]** above shall be @ 1/2% (Half percent) per week or part thereof. The total amount of Liquidated Damages for delay under the Contract will be subject to a maximum of ten percent (10%) of the total Contract price.

9.3 Amount of LD shall be payable by the Supplier whenever demanded by the Owner and/ or Owner can recover the amount of LD (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 L.D. clause subject to provisions of Clause **10.0** and consequence thereof.

10.0 TERMINATION OF CONTRACT ON SUPPLIER'S/ 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 supplier/ contractor, may terminate this Contract in whole or in part:

- a) if the Supplier 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 Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, 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 / un-repaired, and the Supplier shall be liable to the Owner for any excess costs for such similar Goods or Services. However, the Supplier 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 Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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 "Supplier's /Contractor's Default" and "Outbreak of War". The Owner shall in such an event give seven (7) days notice in writing to the supplier/contractor of his decision to do so.

12.2 The Supplier 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 Supplier 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 Supplier and the Owner's Engineer.

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

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 Supplier 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 Supplier 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 Supplier, 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 Supplier/ contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.

14.3 In the event of the Supplier, that is to say a foreign supplier, the arbitration shall be conducted by three arbitrators, one each to be nominated by the Supplier/ 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 arbitrator 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 Supplier is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference (other than those related to taxation matters) between the Employer and the Supplier 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 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 s

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.

17.0 APPLICABLE LAW

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

18.0 CONSIGNEE: The good 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-172115 (INDIA)

अस्वीकरण/Disclaimer

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 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.

[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---