

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 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	Hydro Power
संगठन का नाम/Organisation Name	Nhpc Limited
कार्यालय का नाम/Office Name	Rangit4 Hydroelectric Project
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod1.jpcl.sk@gembuyer.in Buyer Email id: buyer191.nl.sk@gembuyer.in
कुल मात्रा/Total Quantity	15
वस्तु श्रेणी /Item Category	Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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

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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	80 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	739772
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	15000

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).	15

(a). 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

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

लाभार्थी /Beneficiary :

Jal Power Corporation Limited
Rangit4 Hydroelectric Project, Hydro Power, NHPC Limited, Ministry of Power
(Jal Power Corporation Limited)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
7. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers

as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

9. 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.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Split Air Conditioner, Wall Mount Type (V3) ISI Marked To IS 1391 (Part 2) (15 pieces)

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

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Performance Parameters	Size of Air Conditioner	Medium [suitable for room area between 130-180 sq. ft.]
	Compressor Type as per BEE Star Rating Label	Inverter - Variable Speed
	Nominal Capacity of Air Conditioner (in Ton)	1.3 Ton - 1.7 Ton

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Classification By Function	Cooling and Heating
	BEE Star Rating	3 Star
Warranty and Test Reports	Minimum Standard Warranty on Air Conditioner (in years)	1.0 (year)
	Warranty on Compressor	10.0 Or higher (year)
	Warranty on PCB	5 Or higher (year)

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	DIBAKAR BISWAL	737121,Rangit-IV H.E.Project, Sikkip, Distt. Soreng	15	45

Special terms and conditions-Version:1 effective from 02-12-2025 for category Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2)

1. Scope of standard installation and commissioning for Wall Mount Split AC consist of follows:

- a)** Installation/Commissioning is mandatory for all types of purchases (Direct/L1/Bid). For cases where Installation/Commissioning is not required, the buyer may indicate the details in the bid document.
- b)** The Switches/ Sockets/ Plug Tops/ Voltage Stabilizer/stand for ODU/ Chiselling/ Ducting/ Grooving for concealing the refrigerant piping/cabling/ core cutting of the wall are not included in the scope of standard installation and commissioning, unless otherwise mentioned in the contract.

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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Jal Power Corporation Limited, JPCL, Rangit-IV HE Project, Sikkip, Dist- Soreng, Sikkim
payable at
State Bank of India, Rangit Nagar, Hingdam, Namchi, Sikkim

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

Jal Power Corporation Limited, JPCL, Rangit-IV HE Project, Sikkip, Dist.- Soreng, Sikkim
payable at
State Bank of India, Rangit Nagar, Hingdam, Namchi, Sikkim

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **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.

5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. **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](#)

8. **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.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

STANDARD ATC PART

The following Additional Terms and Conditions (ATC) shall be read in conjunction with General Terms and Conditions (GTC) and Service Level Agreement (SLA) along with miscellaneous terms and conditions mentioned in e-bidding GeM

document and in case of any discrepancy or variation or contradiction between them, the provisions made under these Additional Terms and Conditions (ATC), shall prevail.

In this document Employer/Engineer -In- charge refers to Buyer and Contractor/ Bidder refers to Seller.

Scope of Supply:

Scope of Supply: "Purchase 15 nos of 1.5 Ton Split AC Hot & Cold for VIP Guest House, etc at Sikkip Rangit-IV HE Project".

1. Qualification Requirement:

- i. **The Bidder should have supplied & installed ACs in past to any Central / State Govt Organization / PSU / Reputed private firm.**
- ii. Bidder shall be an OEM authorised supplier & required to submit OEM authorisation certificate.
- iii. **Bidder has to submit past order copy, completion certificate etc**, wherever applicable in support of above.
- iv. MSMEs and Start up would be allowed fulfilling the bid requirements.
- v. All the items should be either ISI Marked or as per Specification Sheet of offered Product in the GTP sheet.
- vi. Definition of Similar Instrument shall be a **"The Bidder should have supplied & installed ACs in past to any Central/State Govt Organization/PSU/Public Listed/Reputed private firm."**
- vii. The reference date for considering the period of eligibility/qualifying requirements above shall be last day of the month previous to the one in which tenders are invited.
- viii. Bidder should submit acceptance of Additional Specific Terms and Conditions along with bid.
- ix. Bidder should submit acceptance of Technical Specifications, Scope of work, SCC.
- x. Bidder has to fill GTP sheet, mentioning specification of AC to be offered.
- xi. The Bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.
- xii. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules / Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

Traders are excluded from the purview of this Policy.

2. Financial Criteria

a. **Turnover:**

The average annual financial Turnover of 'The bidder' during the last three years, ending on 31st March 2025 should be at least 50% of estimated cost (or equivalent in foreign currency at exchange rate prevalent on 31st March 2025) as per the Annual Report (Audited Balance Sheet and Profit & Loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India or equivalent in relevant countries.

b. **Working capital:**

The working capital (current assets minus current liabilities) shall be equal to at least 3 (Three) times the monthly cash flow requirement i.

e. Estimated cost of work x 3/Supply Period. (**Rs. 14,79,544/- Fourteen Lakh seventy-nine thousand five hundred forty-four**).

c. **Net worth:**

The net worth of the Bidder firm (manufacturer or principal or authorized representative) (i) should not be negative on 31st March 2025 and also (ii) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years, ending on 31st March 2025.

d. The Bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.

If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules / Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

Traders are excluded from the purview of this Policy.

3. Documents to be submitted by bidder in support of their meeting the specified QR shall be as under:

(i) The bidders should submit authenticated copies of supply orders for the type / model / make of offered equipment issued by various clients in the past to any Central / State Govt Organization / PSU / Public Listed / Reputed private firm.

(ii) The bidders should furnish the completion certificate from the clients, wherever applicable in support of para 2(i) above.

“In case of experience certificates produced by the suppliers for having executed works for Private Organizations, TDS Certificates shall also be produced along with experience certificate”.

(iii) Following Documents to be submitted by bidder in support of their meeting the specified QR shall be as under:

(a) Applicable EMD

(b) Firm should have to submit copy of GST registration No. and PAN Card.

(c) ECS / Cancelled Cheque Form.

(d) Udyam / MSME registration document.

- (e) Declaration Regarding Applicability of Start-up.
- (f) Make in India Self Declaration.
- (g) Signed & Stamped Copies of acceptance of Technical Specifications.
- (h) Bidder has to submit dully filled GTP document (General Technical Particulars) with bid against our technical specification.
- (i) The bidders should submit authenticated copies of past supply orders.
- (j) Signed & stamped copy of terms & conditions as a token of acceptance

4. The reference date for considering the period for eligibility qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

5. The Bidder Should Submit Signed Technical Specification.

6. Prices and Taxes & Duties:

5.1 The prices shall be FIRM in all respect till the completion of the contract. The Prices shall be F.O.R. Central Store, Jal Power Corporation Limited, JPCL, Rangit-IV HE Project, Sikkim, Distt.- Soreng, South Sikkim, Sikkim", including charges for packing, handling, forwarding, freight, goods & services tax (GST), insurance and any other taxes and duties as applicable up to Jal Power Corporation Limited, Rangit-IV HE Project. Further, the prices are in accordance with the GST provision after taking into account the benefits of input tax credit. Tax deducted at source, as applicable shall be deducted as per rules.

5.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline for submission of bids (including on transportation), shall be mentioned in Price Bid i.e. Schedule of Quantities & Prices.

5.3 All taxes & duties mentioned in the Price Bid as per clause 5.2 above shall be paid/ reimbursed against proper invoice as per rules and other relevant document, if any and restricted to the total amount of Taxes & Duties in Price Bid subject to clause 5.4 below. No other taxes and duties shall be payable / reimbursable by JPCL/ Rangit-IV HE Project. TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

- 5.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty-Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.
- 5.5 Invoice and other documents submitted by contractor for payment under interim payment certificate/ final payment certificate, or any other payment under the contract shall be in accordance with the GST law. The contractor shall furnish a certificate along with interim payment certificate / final payment certificate that GST payable by him has been deposited / will be deposited to the Govt. Treasury.
- 5.6 The GSTIN along with relevant details for, [Name of Project / Unit], has been indicated below for your ready reference. The GSTIN along with relevant details for, [Name of Project / Unit], has been indicated below for your ready reference.

Name of Project/Unit	JALPOWER CORPORATION LIMITED (Rangit-IV HE Project)
Address of Principal place of business/ Additional place of business	<i>Sikkip, Jorethang, Distt.- Soreng, Sikkim</i>
State	SIKKIM
State Code	11
GSTIN	11AABCJ8141M2ZL

7. Terms of Payment:

(a) 100 % Payment shall be released after successful delivery ACs, Additional accessories at FOR Rangit IV HEP Central store in full & good condition along with installation testing and commissioning of ACs as per specification sheet/scope of installation along with following documents.

- (i) Original Tax Invoice.
- (ii) Inspection & Installation reports of AC.
- (iii) Warranty certificate/declaration.
- (iv) E way Bill

Bank charges, if any, shall be borne by the supplier. Payment shall be released through NEFT/RTGS (Electronic Clearing System).

In case of MSE:

All the payments for the supplies and / or services rendered by MSEs (M

icro & Small Enterprises) Supplier/Contractor under the Contract shall be released within forty-five (45) days from the day of acceptance *.

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

* **Day of Acceptance means** - day of the actual delivery of goods or the rendering of services; where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of delivery of the goods or the rendering of services, the day on which such objection is removed by the Supplier.

In case of non-MSE:

All the payments for the supplies 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 invoice/ bills from the Contractor/ Supplier complete in all respect.

In case, payment is not released as mentioned above, JPCL shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6% (six percent) per annum.

8. **Transportation & Packing:** Transportation of material from firm's premises/works to Central Store, Jal Power Corporation Limited, Rangit-IV HEP project shall be arranged by the supplier/firm. The contractor shall be responsible for all the packing for safe transportation upto site. All the materials shall be packed to transport the items safely in hilly terrain and climate condition.
9. **Transit Insurance:** Transit Insurance shall be in the scope of the supplier. The supplier shall be solely liable to arrange at their risk & cost, the Transit Insurance for Supply order value during the transportation of ordered materials up to Central stores, Rangit-IV H.E. Project Sikkim. In case of occurrence of any damage/loss of material during transit of such uninsured consignment, the complete damage/loss shall have to be made good by the supplier through repair/replacement (as necessary in the opinion of Inspector) completely at its risk & cost.
10. **Delivery Period:** The material as per BOQ shall be delivered at Rangit IV HEP within 45 days from the date of issue of Supply Order
11. **Inspection:** The materials supplied shall be inspected by authorized representative of Rangit IV HEP post-delivery at Central store Rangit IV HEP.
12. **Warranty** As per specification documents.
13. **Engineer-In-Charge:** Head of Project/ Head of Division, Jal Power Corporation Limited, Rangit-IV HE Project or his authorized representative s

shall be the Engineer- In-Charge of the aforesaid contract.

14. **Consignee:** Gr. Sr. Manager/HOD, Stores Division, Jal Power Corporation Limited, Rangit-IV HEP, Central Store, Rangit Nagar, Sikkim. E-mail: store-rangit4@nhpc.nic.in.

Further, all correspondence will be made with consignee as detailed below: **Group Sr. Manager (E) - Stores**

Jal Power Corporation Limited,

Rangit-IV HE Project, JP
CL,

Sikkip, Distt.- Soreng, South Sikkim Sikkim, PIN- 737121

E-mail- store-rangit4@nhpc.nic.in

15. **Paying Authority:** CFO Rangit IV HEP, Distt. - Soreng (Sikkim).
16. **Engineer-In-Charge and His Decision:** Head of Project/ Head of Division, Jal Power Corporation Limited, Rangit-IV HE Project or his authorized representative shall be the Engineer- In-Charge of the aforesaid contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer-in- Charge, except as herein otherwise provided.
17. **Payment Clause for MSME (TReDS):** "Other than normal payment through NEFT/RTGS directly from Jal Power Corporation Limited, Rangit-IV HE Project, the MSME Vendors has an option to avail the TReDS facility. JPCL has registered itself on TReDS platform with M/s A. TReDS Limited, CIN-U74999MH2016PLC281452, Registration no: (Account no):1000005783, Communication address: A. TReDS Ltd, Ashar IT Park, 11th Floor, Road No:16Z, Wagle, Industrial Estate, Thane (West)-400604. The TReDS facilitates financing of invoice of MSME by way of discounting by financiers. MSME can upload the invoices in the system and JPCL can accept the invoices in the system. Upon JPCL's acceptance, the Bank/ NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard; MSME Vendors can refer to RBI guidelines available on website of RBI"
18. Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the local Competent Court of this HEP area at Namchi, Sikkim.
19. **Liquidated Damages:**

As per gem standard GCC LD term for supply of goods.

20. **Bid Security / Earnest Money Deposit (EMD)**

- a. Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of **Rs.15,000/-** (Rupees Fifteen Thousand only). Bid security / EMD may be deposited either in the form of a Crossed Bank Draft / Bankers Cheque in favour of **Jal Power Corporation Limited, payable at "SBI, Rangit Nagar, Branch Code-9808, Hingdam'** issued by **State Bank of India** or in the form of an Insurance Surety Bond / Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma, annexed as **"Form-I"** hereto, valid for a period not less than 90 days beyond the validity period of the tender. Failure to do so may prevent a tender from being considered.
- b. Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods / services, Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security / EMD.

Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.

They should furnish with the Bid a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the goods/ services covered under this Tender document. No other bidders are exempted from furnishing Bid Security/ EMD as mentioned above.

Bidders shall communicate the following bank details of Jal Power Corporation Limited, Rangit- IV HE Project to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

- i. Name of Beneficiary: Jal Power Corporation Limited, JPCL, Rangit-IV HE Project, Sikkim, Distt.- Soreng, South Sikkim, Sikkim.
- ii Account No.: 40143056372
- iii. IFSC Code: SBIN0009808
- iv. Address of the Bank: State Bank of India, Rangit Nagar, Hingdam, Namchi, Sikkim

21. **The Bid Security / EMD shall be forfeited:**

- (a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of Bid validity specified by the bidder; or

- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) or defaults commitments under Integrity Pact; or
- (c) If the successful bidder having been notified of the acceptance of its Bid by the Employer during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or
- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with Conditions of Contract.
- (e) Any liability of GST arising out of forfeiture of EMD shall be borne by the contractor.

22. Performance Guarantee:

Within 28 days of receipt of Supply Order, the Supplier shall furnish to the Engineer-in-Charge a Performance Guarantee in the form of Demand Draft/ Bank Guarantee / Insurance Surety Bond from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended **as Form-II In the form of Security Deposit/PBG/DD of 5 % of the value of LOA beyond 03 months of Defect Liability Period (AC Warranty One Year from date of Installation)** for the due and faithful performance of the contract along with the other terms and conditions agreed to.

The Performance Guarantee shall be released after successful completion of the warranty period. The Performance Guarantee amount will not earn any interest for the whatsoever period detained by JPCL.

Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

1. Name of Beneficiary: Jal Power Corporation Limited, JPCL, Rangit-I V HE Project, Sikkim, Distt.- Soreng, South Sikkim, Sikkim.
2. Account No.: 40143056372
3. IFSC Code: SBIN0009808
4. Address of the Bank: State Bank of India, Rangit Nagar, Hingdam, Namchi, Sikkim

23. Other conditions:

- a. The Bidder should not have been banned / de-listed / black listed / debarred from business. Self- declaration in this regard is to be submitted by the bidder.
- b. Technical Bid should not contain **Price information**. Price information in technical bid led to disqualification and cancellation of

bid.

- c. Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the local Competent Court of this Power Station area at District. Soreng, Sikkim .
- d. The employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidder(s).

24. INTEGRITY PACT:

26.1 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Purchaser is to implement a transparency pact.

26.2 The Pre-contract Integrity Pact, signed by all the prospective Bidders and the Purchaser shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Annexure-VI) provided in the tender is a basic qualifying requirement.

26.3 Pre-contract Integrity Pact is to be executed on plain paper with Jharkhand Power Corporation Limited, Rangit-IV HE Project, JPCL at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.

26.4 To oversee the compliance under the Integrity Pact, Shri Prabhash Singh, ITS (Retd.) and Shri Upendra Malik, CES (Retd.) has been appointed as an Independent External Monitor (IEM) by the owner.

26.5 Contact Details of IEMs are as under:

Shri Prabhash Singh, ITS (Retd.) E7, M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh, 462016 E-mail: srgmhrbpl@gmail.com	Shri Upendra Malik, CES (Retd.) B-108, NSG Society, Plot-2, Pocket-6, Builders Area, Greater Noida - 201315 (UP) E-mail: upendra.malik@gmail.com
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10. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such

suspension period has already expired.

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

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---