बिड संख्या/Bid Number: GEM/2026/B/8130796
दिनांक /Dated: 15-10-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 05-11-2026 17:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 06-11-2026 17:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Power |
| विभाग का नाम/Department Name | Na |
| संगठन का नाम/Organisation Name | Nhpc Limited |
| कार्यालय का नाम/Office Name | Uri Power Station |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :pnc-uri1@nhpc.nic.in<br>Buyer Email id: prasad_ashok@nhpc.nic.in |
| कुल मात्रा/Total Quantity | 2 |
| वस्तु श्रेणी /Item Category | 420 KV Capacitor Voltage Transformers |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | 420 KV Capacitor Voltage Transformers |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Capacitor Banks For Use On 11 KV System (PSPCL)), XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), 245 kV SF6 Circuit Breaker Conforming To IS/IEC 62271 (Part 100), 11 or 33 kV Outdoor Live Tank Current Transformer (BHEL), CR Type Surge Suppressor Upto 33 kV (BHEL), XLPE Cable, Working Voltage from 3.3 kV up to and including 33 kV (V2) ISI Marked to IS 7098 (Part 2), XLPE Cable, Working Voltage from 66 kV up to and including 220 kV (V2) ISI Marked to IS 7098 (Part 3), Vacuum Circuit Breaker - Outdoor Type - Rated Voltage up to and Including 72.5 KV as per IS 13118, Aerial Bunched Cable For Working Voltage Upto and Including 1.1 kV Marked To IS 14255, Distribution Transformer, 3 Phase, 11 kV, >200 KVA upto and Including 2500 KVA ISI Marked To IS 1180 (Part 1) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | • Capacitive Voltage Transformer (DTL) |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover | Yes \| Complete |
| टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover | Yes \| Complete |

| बिड विवरण/Bid Details | |
|---|---|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | 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 | 5 |
| 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 |
| 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**

| | |
|---|---|
| एडवाईजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount | 46000 |

**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). | 21 |

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

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

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

**लाभार्थी /Beneficiary :**
NHPC LTD
NHPC Office Complex, Sector-33, Faridabad, Haryana (India)-121003
(Nhpc Ltd)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

| | |
|---|---|
| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X% | 20 |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference | 100 |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| | |
|---|---|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 100 |

**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 (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.
2. 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.
3. 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.

4. **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 100% (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.

## 420 KV Capacitor Voltage Transformers ( 2 pieces )

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

| | |
|---|---|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | Download |

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

| | |
|---|---|
| DrawingDocument1 | View |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---|---|---|---|---|
| 1 | BILAL AHMAD KHAN | 193122,Deputy Manager (Store) Uri-I Power Station, NHPC Limited Boniyaar, District-Baramulla J&K, Pin-193122 Email:store-uri1@nhpc.nic.in Mobile :9805005106/9872946228 GSTIN: 01AAACN0149C3ZB | 2 | 365 |

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

1. **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

2. **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.

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

## 1 .0 Terms of Payment:

### 1.1 Supply~~, Installation and Commissioning~~:

100% of the Contract Price of the material supplied~~, Installation & Commissioning along with 100% taxes & duties~~ shall be released after receipt and verification of material in the Project stores and upon production of the following to the Consignee:

i) Evidence of despatch (GR/ LR etc./ E-way bill)
ii) Invoice in Triplicate along with detailed packing list.
iii) Inspection Report/ Despatch Instruction.
iv) Test Certificates, if any
v) Insurance Intimation/ Cover (if any)
vi) Warrantee Certificate, if any
vii) Performance Bank Guarantee and its acceptance thereof.
viii) Integrity pact duly Signed by the Firm (For 07 Lakh and above)
~~ix) Agreement duly signed and stamped (02 Copies)~~
~~x) Completion/Installation Report duly signed by Engineer In-Charge (For release of payment of Installation, Testing & Commissioning Charges).~~

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### ~~1.2 Installation and Commissioning:~~

~~Balance 20% of the supply portion and 100% of Installation, Testing & Commissioning will be paid after successful installation & Commissioning of material as per direction of Engineer-in-Charge.~~

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## 2.0 Inspection:

Inspection shall be carried out by the Engineer-in-Charge or his authorized representative at the works/premises of the OEM/bidder before dispatch of material. All acceptance and routine tests as stipulated in the relevant standards shall be carried out by the supplier in presence of Purchaser's representative. At least 15 days' prior intimation shall be given by the supplier to the Engineer-in-Charge for deputing his representative to carry out inspection. Necessary assistance for conducting the inspection shall be provided by the supplier free of cost, and detailed test reports shall be submitted to NHPC. ~~Inspection shall be carried out by Authorized representative of Purchaser at Central Store, Uri Power Station, NHPC Ltd., Boniyar after receipt of complete material Inspection shall be carried out by Authorized representative of Purchaser at OEM/Firm premises as per approved QAP. The firm needs to submit Quality Assurance Plan (QAP) for acceptance by the NHPC. Necessary assistance of conducting the inspection shall be provided by the firm free of cost. Inspection call must be r~~

~~aised by firm at least 10 days prior readiness of material.~~

## ~~3.0 Engineer-In-Charge:~~

~~Group Senior Manager (IT) - IT&C Division, Uri Power Station, NHPC LTD, Gingle, P.O. Mohura, Distt. -Baramulla, Jammu & Kashmir shall be the Engineer-In-Charge of the aforesaid contract.~~ **~~Email:itc-uri1@nhpc.nic.in.~~**

~~The '**Engineer-in-Charge**' means the person appointed by the Corporation in the manner provided hereof and named as such in SCC to perform duties delegated by the Corporation. The Engineer-in-Charge shall represent and act for & on behalf of the Purchaser at all times during the currency of the 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 Purchaser under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.~~

~~**Engineer-In-Charge shall look after all the post award activities.**~~

## 4.0 Consignee/ Engineer-In-Charge:

Senior Manager (S&T), Uri Power Station, NHPC LTD, Gingle, P.O. Mohura, Distt.-Baramulla, Jammu & Kashmir. **Email:store-uri1@nhpc.nic.in**

**Engineer-In-Charge shall look after all the post award activities.**

**The Goods under this contract/Scope of Supply shall be dispatched to the Consignee at the following address:**

**Senior Manager (Store)**

**Uri-I Power Station, NHPC Limited**

**Boniyaar, District-Baramulla**

**J&K, Pin-193122**

**All the correspondences regarding supply of materials, submission of bills & payment etc sall be addressed to the consignee only.**

**Email:store-uri1@nhpc.nic.in**

**Mobile :9805005106**

**GSTIN: 01AAACN0149C3ZB**

## 5.0 Performance Guarantee (Five percent of contract price)

**5.1** After issue of notification of the award, the Supplier/ Contractor shall furnish the requisite Performance Security (05% of Awarded Value) within specified period as per Gem Provisions [presently 14(fourteen) days] generally in case of catalogue/ category tenders or 28 (twenty eight) days in case of customized tenders in GeM / other tenders and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

- The performance security amount can be deposited directly by the supplier in the account of Uri-I Power Station in following bank account through NEFT/RTGS

Name of the beneficiary: NHPC Ltd, URI Power Station

Account No.: **00000011390826788**

IFSC Code: SBIN0001477

Address of the Bank: SBI Baramulla, J&K

In this regard the supplier must inform and submit the copy of payment receipt generated during electronic payment to the Engineer-in-Charge.

**Or**

Irrevocable Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in In dia as per RBI Guidelines as per the format appended as **Annexure-A** herewith for an am ount equal to (05) Five percent of the contract price by way of guarantee valid till three m onths beyond the warrantee period as mentioned in the Supply Order for the due and faith ful performance of the contract along with the other terms and conditions agreed to. The P erformance Guarantee shall be released after successful completion of the warrantee peri od. The Performance Guarantee amount will not earn any interest for the whatsoever

period detained by NHPC.

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

| | |
|---|---|
| Bank Account No. | 00000011390826788 |
| Beneficiary Name | NHPC Limited |
| Credit Bank | State Bank of India |
| IFSC | SBIN0001477 |
| Branch Address | SBI Baramulla, J&K |
| GSTIN Number of NHPC limited, Uri I Power Station | 01AAACN0149C3ZB |

– v **NSIC/MSE Firms are not exempted from the Submiss ion of Performance Bank Guarantee.**

a) If the Contractor does not submit the Performance Security within the stipulated period due to an y valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of Contractor. In case, the Contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on t he full amount of applicable performance security (along with applicable taxes, if any) for the peri od of delay in submission of performance security. The interest on delayed period shall be calcul ated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimatio n by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of ‘NHPC Ltd’, otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substanti al completion and final completion certificates. Further, no claim for extension of time for comple tion period or any other type of claim on account of delayed submission of performance security shall be entertained.

b) If contractor fails to submit the Performance Security within 45 days (for the contracts having tim e for completion – up to 12 months) or 60 days (for the contracts having time for completion-mor e than 12 months) from the date of issue of Letter of Award (LOA)/ GeM Contract, then following actions shall be taken against such Contractor

(i) Award shall summarily be terminated.

(ii) EMD/ Bid security shall be forfeited.

(iii) The bidder shall be debarred/ banned to participate in the business dealings with NHPC f or a period of one year.

(iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing nor ms of NHPC/ Govt. of India.

(v) Such defaulted contractor shall not be eligible to participate in the bidding process of re -tender of this procurement.

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c) The performance security shall not be released till liquidated damages, if any, is pending for reco very.

The performance security will be forfeited and credited to the procuring entity’s account in the e vent of a breach of contract by the contractor. It should be refunded to the contractor without int erest, after he duly performs and completes the contract in all respects but not later than 90 (nin ety) days of completion of all such obligations including the warranty

under the contract. Return of Bid/ Performance Securities should be monitored and delays should be avoided. If feasible, the details of these securities may be listed in the e-Procurement Portal, s o make the process transparent and visible.

d) The Insurance Surety Bonds as security instrument for Performance Security shall be applicable i n all tenders and shall be governed as per Circular No. CCW/2023/194 dated 01.12.2023 and CC W/2024/200 dated 19.02.2024. The irrevocable Insurance Surety Bond issued by an Indian Insura nce Company registered under Insurance Act 1938 or as amended from time to time and approv ed by the Insurance Regulatory Development Authority of India (IRDAI) in Indian Currency (INR) o nly shall be acceptable.

**5.**2 On due completion and commissioning of work in all respect and on expir y of the warranty period as per clause 10, the bank guarantee shall be re turned to the contractor without any interest on presentation of an absol ute “No Demand Certificate” from the Purchaser and upon the return, in good conditions, of any Specifications, Drawings, tools or tackles or any o ther property belonging to the Purchaser which may have been issued to the Contractor. Provided always that the Purchaser shall be entitled to re tain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Purchaser.

## 6.0 Completion Period:

The total completion period of 365 (Three Sixty-Five) days from the date of issue of Supply Order for complete Scope of Work covered under the contra ct.

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## 7.0 Liquidated Damages:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the B uyer will be entitled to deduct/recover the Liquidated Damages for the delay , unless covered under Force Majeure conditions aforesaid, @ 0.5% of the co ntract value of delayed quantity per week or part of the week of delayed per iod, until actual delivery or performance, as pre-estimated damages not exc eeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction s hall be 10% of the total contract value.

**Note: Inexcusable delays of more than one-fourth (25%) of the com pletion period specified in the contract shall be treated as inordinat e delay(s).**

## ~~8.0 Agreement~~

~~**8.1** After issue of the Letter of Intent / Award, the Purchaser shall prepare t he Agreement on the stamp paper on the Form enclosed as Annexure C for Supply & Erection contracts and the parties shall sign the said Agree ment within 30 Days from the date of issue of Letter of Intent / Award. T he expenses of completing and stamping the agreement shall be borne by the Contractor. The Contractor shall furnish 3 sets of such Contract A greements to the Purchaser. After the Agreement, one original set shall be handed over to the Contractor and the remaining two sets shall be re tained by the Purchaser.~~

~~**8.2** After the bid has been accepted by the Purchaser, all orders or instruct ions to the Contractor shall, except as herein otherwise provided, be giv en by the Engineer-in-Charge or his authorised representative, in writing , on behalf of the Purchaser.~~

## 9.0 Integrity Pact

To improve transparency and fairness in tendering process the Purchaser/ Employer is to implement a transparency pact. The Pre-Contract integrity pact, signed by all the bidder and the Purchaser/ Employer shall commit t he persons/officials of both the parties, not to exercise any corrupt/fraudul ent/collusive/coercive practices in the tendering process and also during i mplementation of the contract.

Pre-Contract Integrity Pact is to be executed on plain paper at the time of Submission of Bid and Pre-Contract Integrity Pact on non- judicial Stamp P aper of appropriate value (Rs. 100/-) shall be executed prior to signing of Notification of Award by the Successful bidder.

## 10.0 Warrantee:

The equipment/ items shall be warranted against poor quality or workm anship of material or manufacturing defects for a minimum period of 12 months commencing upon the setting to work of item/ plant or 18 mont hs from the date of despatch ~~whichever is earlier~~. During the Warrantee period the Supplier shall repair/replace the defected items free of cost a nd no conveyance or any other charges shall be paid. If any defect is no t remedied within a reasonable time, the Purchaser may proceed to do t

he work at the Supplier’s risk and expense, but without prejudice to oth er rights, which the Purchaser may have against the Supplier in respect of such defects

## 11.0 Transit Insurance:

Transit Insurance shall be borne by the Supplier.

## 12.0 Earnest Money Deposit (EMD):

EMD amounting to Rs. 46,000/- shall be deposited through RTGS /NEFT o r Valid MSE or Start-up or other Exemption certificate towards exemption of Bid Security / EMD as per GeM GTC. Bank Guarantee in any format shall not be considered. The bid of the bidder may be rejected if BG will be sub mitted for EMD.

13. Bidder has to mention make and model of the item and the compliance of all the specifications.

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## अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.

13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

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

**---धन्यवाद/Thank You---**