बिड संख्या/Bid Number: GEM/2026/B/8235011

दिनांक /Dated: 03-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-11-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-11-2026 19:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Power Grid Corporation Of India Limited
संगठन का नाम/Organisation Name	Power Grid Corporation Of India Limited
कार्यालय का नाम/Office Name	Corporate Office Gurgaon
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :saroj.mishra@powergrid.in Buyer Email id: buyer470.pgcil.wb@gembuyer.in
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	CM15 Control Master Universal Process Indicators
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CM15 Control Master Universal Process Indicators
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Directional Control Valve
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 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**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	3
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**	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 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 **30** 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

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	NA
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	NA
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	NA
सीए अनुमोदन संख्या/CA Approval Number	NA
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	19-07-2024
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Exemption in sourcing of spares and consumables of closed systems: Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

Competent Authority Approval for not opting Make In India Preference : View Document

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.

List of Seller Organization for participation	HITACHI ENERGY INDIA LIMITED

1. **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.

CM15 Control Master Universal Process Indicators (4 Unit)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Swarna Kamal	736121,POWERGRID CORPORATION OF INDIA LIMITED, 800KV HVDC Station, Topsikhata Falakata Road, Alipurduar- West Bengal-736121	4	180

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

1. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

Bid Specific Additional Terms and Conditions (ATC)

Name of Package: Procurement of CM15 Control Master Universal Process Indicators for the Valve Cooling Control System at HVDC Alipurduar Converter Station.

The following bid specific data shall amend and/or supplement the provisions in the GEM GTC/SLA.

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA
General		It is the responsibility of the contractor to apprise himself fully about the location, local facilities available in the vicinity, sources of materials etc. No claim whatsoever and price adjustment shall be given by POWERGRID at any stage for lack of information or facilities or sources of material etc. not available in close vicinity.
General		**Contract shall be placed on you for subject Procurement through GeM. Minutes of Meeting (MOM) shall be jointly signed between POWERGRID and HITACHI based upon the finalized Prices, Scope of work and Terms & Conditions of Contract and same shall be submitted on GeM.** **Order of precedence of documents shall be as per following order:** 1. Minutes of Meeting jointly signed between POWERGRID and HITACHI. 2. Contract issued from GeM Portal. 3. Buyer added ATC (Additional Terms & Conditions) of GeM Contract. 4. GTC (General Terms & Conditions) of GeM Contract.

<table>
<tr><td>1.</td><td>GTC Clause 2(f)</td><td>Supplementing GTC Clause 2(f) with the following:

Buyer shall also mean POWERGRID/Employer/Owner.
The Employer is:
Power Grid Corporation of India Limited,
Easter Region Transmission system-II
CF-17, ACTION AREA-IC, NEW TOWN,
RAJARHAT, KOLKATA – 700 156.
Tel no. 033-23242847, 9709316005.
EmailAddress:Rajmangal599@powergrid.in, er2cnm@powergrid.in

The Owner is:
Power Grid Corporation of India Limited,
Easter Region Transmission system-II
CF-17, ACTION AREA-IC, NEW TOWN,RAJARHAT, KOLKATA – 700 156</td></tr>
<tr><td>2.</td><td>GTC Clause 2.0</td><td>Insert following after GTC 2.0(l)

m. “Officer-in-Charge / Engineer-in-Charge/ Single Point of Contact (SPOC)” shall mean the Engineer/Officer/Administrative Officer, appointed by the Buyer or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.
Engineer-In-Charge:
<table>
<tr><th>Sl. No.</th><th>Consignee Details</th><th>Engineer-in-Charge</th></tr>
<tr><td>1</td><td>POWERGRID CORPORATION OF INDIA LIMITED, 800KV HVDC Station, Topsikhata Falakata Road, Alipurduar- West Bengal-736121

GST IN: - 19AAACP0252G2ZP</td><td>I/c, Alipurduar Sub Station or His authorized representative</td></tr>
</table>
</td></tr>
<tr><td></td><td></td><td></td></tr>
</table>

3.	GTC clause 4.0, xiii(t)	**Supplementing GTC clause 4.0, xiii(t) with the following:** (a) (a) This Invitation for Bids is open only to the eligible bidders to whom Bidding Document has been issued including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer. (b) POWERGRID has a Policy on Assessment of performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of a bidder based on events (pre-defined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVs under TBCB) shall also be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/not eligible for a period of one year reckoned from the date of issuance of letter to such effect. As per this Policy, pre-defined events are as below: i. Termination# of Contract due to Contractor's default ii. Encashment of CPG due to non-performance iii. Repeated failure of major Equipment while in service iv. Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract v. More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor vi. Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC) *# Partial offloading under a contract and/or Facilitation beyond 10% of the contract price shall also be treated as Termination. For the said purpose, the contract price means the contract price of the Facilities notwithstanding the construction of the contract.* **For the purpose of working out 50% of the Contract, following shall be taken into account:* *(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.* *(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.*

		In accordance with above policy of POWERGRID, in case of trigg ering of any of the above events under this Contract, the bid of the Contractor in future tenders shall be dealt in line with the a bove policy or its subsequent amendments, if any. The Employer shall be the sole judge in this regard and the Emp loyer's interpretation on the aforesaid event(s) shall be final and binding.
4.	GTC clause 4. 0, xiii(h)	**Supplementing GTC clause 4.0, xiii(h) with the following:** 1. Bidder shall have to fill and upload the following forms along with their bid: (a) Information regarding Ex-Employees of POWERGRID in our orga nization (***Refer Form No. 1***). **[to be submitted on letter hea d]** (b) Declaration regarding adherence to the POWERGRID Whistle Blo wer and Fraud Prevention Policy ***(Refer Form No. 2).*** **[to be s ubmitted on letter head]** (c) Declaration by the bidder for 'Code of Integrity for Public procur ement' ***(Refer Form No. 3).*** **[to be submitted on letter hea d]** 2. Bidders shall upload the scanned copy of the duly filled and s igned bid forms, Integrity Pact etc. as per attached format and shall send the hard copy in original in closed envelope duly su perscribing package name and GEM Bid no. at below mention ed address: **Address of the Buyer:** **Contract Services/ER-II** **POWER GRID CORPPORATION OF INDIA LTD.,** **CF-17,Action Area-1C, New Town, Kolkata-700156** **Mobile: +91- 9709316005** **Email: rajmangal599@powergrid.in , er2cnm@powergri d.in**

5.	GTC clause 4.0, xiii (n)	In case of dishonoring the conditions as given below, the bid security/EMD submitted by such bidders shall be forfeited. (a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or (b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him; or (c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or (d) in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required performance security; or (e) in case the successful bidder fails to commence the work after award. **In case of dishonoring the conditions as given above by the bidders who are exempted from submission of bid security/EMD, the bids from such bidders shall be considered as nonresponsive for any package whose originally scheduled date of bid opening/actual date of bid opening (Technical or Financial) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Purchaser to this effect.**

6.	GTC clause 6.0 (ii)	Supplementing GTC clause 6.0(ii) with the following: a. **Bidders are requested to quote the price in GeM portal itself.** The bid price shall include all the costs for the entire scope of work as per the BOQ/Scope of Work/Bidding Documents**.** Bids based on a system of pricing other than that specified shall be rejected. The Bid Prices quoted by the bidders covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a "Single Responsibility" basis. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. b. The price components shall be FIRM throughout the currency of the contract and no price escalation shall be payable under any circumstances.

7.	GTC clause 10	**Supplementing GTC clause 10.** **Defect Liability/Warranty Period:** **10.1 The Defect Liability cum warranty period shall be Twelve (12) months from the date of receipt of materials at site.** **Within warranty period, Supplier shall replace or repair any defective/ faulty materials/ parts immediately on receipt of intimation from POWERGRID, without any extra cost to POWERGRID.** **Supplier shall furnish warranty certificate along with the consignment to the above extent.** **10.2 Equipment(s)/item(s) to be supplied shall be inspected by the representatives of POWERGRID at site and in case it is found that replacement of equipment is required, HITACHI shall replace the same without any additional financial implication to POWERGRID. However, Warranty/Guarantee on replaced item shall be applicable as per clause 10.1 above. Such repair or replacement obligation shall be limited to a period of 01 (One) Year from the end of the original warranty period as per the contact.**
8.	GTC Clause 12	**Replacing the referred provision of GTC with the following :** 1. The payment to the Supplier/Contractor under the Contract will be made by the POWERGRID/Employer as per the guidelines and conditions specified hereunder. **2. ~~Any payment shall be release only after submission of Contact Performance Guarantee (CPG).~~** **3. No Advance shall be paid to the Supplier/Contractor.**

4. PAYMENT TERMS:

Hundred Percent (100%) of the contract price shall be paid upon successful completion of Scope of work, complete in all respect at site and on submission of documents as indicated hereunder:

i. Your GST complied Invoice.

ii. Evidence of dispatch (R/R or L/R) along with E-waybill (wherever applicable).

iii. Packing list identifying contents of each shipment.

iv. Transit Insurance Policy/ Certificate/ Challan, Open Transit Insurance Policy, as applicable.

v. Warranty Certificate.

vi. Material Receipt Certificate (MRC) issued by E-I-C.

vii.

Inland Transportation, In-transit Insurance and Loading Charges: Included in BoQ (if any).

Presently, as per GST law, E-way bills have been made mandatory for the movement of goods with a value exceeding INR 50,000/ -. Thus, every movement of Goods (value more than INR 50,000/-), should be accompanied/ supported by E-way bill along with other documents like Tax Invoice/ Delivery Challan, as may be applicable. Such E-way bill(s) are to be generated before or at the time of movement of goods and act as a proof of physical transfer of goods from Supplier's place to the Receipt's place.

4.1: Further for processing payment the Supplier is required to get itself registered once online at POWERGRID's ERP Portal with the link URL http://vendor.powergrid.in and generate BTS.

4.2: All payments under the Contract shall be made in Indian Rupees.

4.3: All the payments to be made directly to the Contractor shall be made by the Purchaser through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract.

5. PAYING AUTHORITY:

Payments shall be released through E-payment mechanism to agency from the office of:

POWERGRID Payment Processing and Facilitation Center (PPPFC),

Plot No.-4, Unit -41, Niladri Vihar, Chandrasekharpur,

Bhubaneswar - 751021

6. PAYMENT TRACKING:

The Supplier may track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking' system. To use this system, the Supplier is required to get itself registered once online at POWERGRID's ERP Portal with the link URL http://etender.powergrid.in. Once registered, the Supplier may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

a) Once registered, the Supplier can login to POWERGRID's Vendor Bill Tracking System with Vendor Log-in ID and Password.

b) Bill entry is to be done by the Supplier on POWERGRID's ERP Portal prior to submission of bill. An automated email with unique reference number will be sent to the Supplier, which needs to be printed and attached on top of the corresponding physical bill to be submitted by the Supplier to POWERGRID.

c) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Supplier intimating that the physical copy of the bill has been received and is under verification/processing.

d) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Supplier.

7. POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited), Invoicemart (A.TReDS Limited), C2T ReDS (C2FO Factoring Solutions Private Limited) and DTX (KredX Platform Private Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

8. **Payment towards Taxes:** Applicable income tax, as per the prevailing rules in India, shall be deducted at source from the above payments and only the net payment shall be released. Necessary Tax Deducted at Source (TDS) certificate shall be issued to you.

9.	GTC Clause 12	**Supplementing GTC Clause 12 with following:** **Billing shall be done as per GeM Consignee details or as per Instruction of Engineer-in-charge.**
10.	GTC Clause 14.0	**Supplementing the referred provision of GTC with the following:** **Completion Schedule: 180 Days** **Time for Completion is the essence of Contract.**
11.	GTC Clause 15.0	**Supplementing the referred provision of GTC with the following:** **Liquidated Damages: Not Applicable.**
12.	GTC clause 16	**Supplementing GTC clause 16.0 with the following:** All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below**:** The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore. <u>Sole Arbitration</u> The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

Sl no:	Claim amount	Work Experience/ Qualifications
1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/ High Court Judges.
2	Rs.10 Crore- Rs.25 Crore	Sole arbitrator- Retired High Court/Supreme Court Judges

a. In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as “Sole Arbitrator”, which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

b. In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID’s website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as “Sole Arbitrator”, which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three member arbitral tribunal

–

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. 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 arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of fail

ure of the two arbitrators appointed by the parties to reach upo n a consensus regarding appointment of presiding Arbitrator, wi thin a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appoin ted by Courts as per the provisions of Arbitration & conciliation Act.

c. The cost of arbitral proceedings inter-alia including the Arbit rators' fee, logistics and any other charges shall be equally s hared by both parties.
In case of Sole Arbitrator, the fees to be paid to the sole Arbit rator shall be as per the terms of empanelment in POWERGRI D whereas in case of the three member tribunal, the Arbitrat or's fees shall be as agreed upon by the Arbitrators in line wit h the Arbitration & Conciliation Act. However, the expenses i ncurred by each party in connection with the preparation, pre sentation, etc. of its proceedings shall be borne by each part y itself.

d. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance wit h the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arb itration shall be New Delhi.

e. The decision of the sole arbitrator/ the majority of the arbitra tors, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the a foresaid arbitrators dying, neglecting, resigning or being una ble to act for any reason, it will be lawful for the parties to no minate another sole arbitrator/ another arbitrator in place of t he outgoing arbitrator.

f. Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or D epartment then the **dispute/ difference (other than those related to taxation matters)** between the Employer and th e Contractor shall be settled through Administrative Mechanis m for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22/05/2018 **a nd DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20/02/2020**. The decision through AMRCD will be final and bi nding on all the concerned.

g. During settlement of disputes and arbitration proceedings, bo th parties shall be obliged to carry out their respective obliga

		tions under the contract.
13.	GTC clause 17	**Replacing the referred section of GTC with the following:** **Governing Law & its Jurisdiction** The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of Kolkata shall have e xclusive jurisdiction in all matters arising under this Contract.
14.	GTC clause 18	**Replacing the referred section of GTC with the following:** **Limitation of Liability:** Except in cases of gross negligence or willful misconduct, (a) Supplier and POWERGRID shall not be liable to the other part y for any indirect or consequential loss or damage, loss of use, lo ss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Employer and (b) The aggregate liability of the supplier to POWERGRID, whethe r under the Contract, in tort or otherwise, shall not exceed the tot al Contract Price, provided that this limitation shall not apply to t he cost of repairing or replacing defective equipment, or to any o bligation of the supplier to indemnify the POWERGRID with respe ct to patent infringement**.**

15.	GTC clause 19	**Replacing the referred section of GTC with the following:** **Cancellation:** In the event of any of the lapses mentioned below, POWERGRID shall issue notice of default to HITACHI with an advice to rectify/ remedy the lapses within 15 days. If HITACHI fails to rectify/ re medy the lapses and adhere to the terms and conditions of the contract/ Letter of Award, POWERGRID shall terminate the contr act/ cancel the Letter of Award and forfeit the Contract Perform ance Guarantee. However, in such case, POWERGRID reserves t he right to get execute the undelivered portion of the contract f rom any other agencies, at the risk & cost of HITACHI. a) Failure to process with the work with due diligence. b) Failure of contractor to comply with any of the terms of L etter of Award. c) Failure to maintain the acceptable quality of work as per BO Q, Technical Specifications and other documents contained in the Letter of Award. d) Failure to supply within the specified delivery period (origina l as well as extended). e) Contractor becomes bankrupt. f) Contractor goes into liquidation. g) Contractor makes general assignment of the benefit of the c reditor, or any receiver is appointed for the property owned b y the Contractor. h) Contractor sublets, transfers, or assigns whole or any part of the work without the prior written consent of the Employer. i) Any other reason in which POWERGRID deems fit to cancel t he Letter of Award.

16.	Insurance:	**INSURANCE REQUIREMENTS** **Insurances to be taken out by the Supplier** **Transit Insurance:** Supplier shall take suitable transit insurance policy to cover all transit risks to take care of any loss/ damages of the materials during transit/ transportation up to the delivery destination. In case of any loss/ damage, the same shall be intimated to the supplier within 20 days and the supplier shall arrange to replace/ rectify the lost/ damaged material immediately without waiting for settlement of insurance claims with their underwriters.
17.	**NIL**	a. The Service Provider shall indemnify the POWERGRID against any payment to be made under and for observance of the various applicable laws & rules. If POWERGRID is held liable as "Employer" or "Principal Employer" to pay compensation/ contribution etc. under any Act or Court decision in respect of the employees of the Service Provider, then the Service Provider shall reimburse the amounts of such compensation / contribution so paid by POWERGRID. b. **Social Accountability 8000 compliance:** The Service Provider shall comply to all the requirements of Social Accountability Standards i.e. SA 8000 (latest standard available at www.sa-intl.org) and maintain the necessary records.
18.	**NIL**	**Conciliation:** a. The mechanism of Dispute resolution through Conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1 Cr. b. The settlement of Disputes through conciliation mechanism shall be done by the Conciliation Committee of Independent Experts (CCIE) constituted by Ministry of Power, Govt. of India as per the procedure outlined in its OM dated 29.12.2021 as detailed herein below and its subsequent amendments/modifications (if any).

i. Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding. The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.

ii. The CCIE shall hold day to day sitting at the Headquarter of the Employer or New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.

iii. All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process

c. The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.

d. The Standard Operating Procedure for the conciliation mechanism shall be as follows:

i. On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute.

ii. Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the

event of the matter remaining unresolved internally.

iii. The Employer will also be free to suggest the option of res olution of disputes by conciliation in case a dispute has arisen. Th e contractor may select any one of the CCIEs as constituted by M OP after leaving out those CCIEs which are unavailable due to wo rk load or any other reason as maintained by Central Electricity A uthority (CEA).

iv. The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

v. The Conciliation Committee would either be able to resol ve and settle the dispute(s) between the parties, or the process may fail.

vi. In the event of the conciliation proceedings being success ful, the parties to the dispute would sign the written settlement a greement and the conciliators would authenticate the same. Suc h settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

vii. After successful conclusion of Conciliation, proceedings, t he Parties to the conciliation process, have to undertake and co mplete all necessary actions for implementation of the terms of s ettlement within a period of 30 days from execution of settlemen t agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parti es, in connection with the dispute, before any other legal forum a re to be withdrawn within the said 30 days in pursuance of the se ttlement agreement.

viii. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conci liation process and take recourse to the laid down legal process o f Courts. However, the option of Arbitration would not be availabl e once the conciliation mechanism has been exercised.

e. In cases of disputes pending before the Arbitration Tribunals or the Courts, both parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Con ciliation Committee of Independent Experts. In case of such agr eement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proce ed to examine such reference(s). The option of resolution throu gh conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and under taking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be op en to the parties in the event of the conciliation proceedings not being successful.

		f. During settlement of disputes and conciliation proceedings, b oth parties shall be obliged to carry out their respective obliga tions under the Contract.
19.	**NIL**	**POWERGRID Whistle Blower and Fraud Prevention Policy:** The Contractor along with its associate/ collaborators/ sub-contra ctors/ sub-vendors/consultants/ service providers shall strictly ad here to the Whistle Blower and Fraud Prevention Policy of Employ er displayed on its tender website https://apps.powergrid.in/pgcil tenders/u/default.aspx and https://www.powergrid.in/index.php/ en/code-conductpolicies. The Contractor along with their associate / collaborator / subcont ractors / sub-vendors / consultants / service providers shall obser ve the highest standard of ethics and shall not indulge or allow a nybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall i mmediately apprise the Employer about any fraud or suspected f raud as soon as it comes to their notice.

20.	**NIL**	**Declaration for 'Code of Integrity for Public procurement':** POWERGRID has uploaded its 'Works & Procurement Policy and Procedure' document on its website [www.powergrid.in] which inter-alia includes policy on 'Code of Integrity for Public Procurement', mentioned at para A1.3.3 (and its sub-paras) of Volume-I of the said document. By participating in the bid, Bidder/Contractor, hereby, declare that: Bidders/Contractor have read the above POWERGRID's policy on 'Code of Integrity for Public Procurement' (CIPP) which requires the bidders/ suppliers to sign a declaration about abiding by a Code of Integrity for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on. Accordingly, bidder/contractor hereby declare that they shall abide by the referred CIPP. Bidder/contractor also accept that in case of violation/transgression of this code by them, POWERGRID has the right to take punitive measures as per its policy and procedure.
21.	**NIL**	**Vendor Grievance redressal mechanism:** Vendors/Contractor/Supplier can submit their grievance(s) under the contract pertaining to Post-Award matters broadly under following categories - Payment/Matter related to Integrity pact & IEMs /Others, through POWERGRID's Vendor Grievance Portal (VGP). Link to access Vendor Grievance Portal (VGP) is given below: https://apps.powergrid.in/vendorgrievance/t/login. User Manual for posting grievances/redressal mechanism is also available at Vendor Grievance Portal."

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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---