

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687741118090

अनुबंध तिथि | Contract Generated Date : 01-Sep-2026

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2026/B/7641446](#)

खरीद का माध्यम | Procurement Mode: Bid

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Power विभाग Department : SJVN Limited संगठन का नाम Organisation Name : SJVN Limited कार्यालय क्षेत्र Office Zone: Shimla	पद Designation : Engineer 30200 संपर्क नंबर Contact No. : 0177-2660205-3105 ईमेल आईडी Email ID : dhananjay.kr77@sjvn.nic.in जीएसटीआईएन GSTIN : 02AAICS1307F1ZY पता Address : Electrical Contracts Department, SJVN Limited, Shakti Sadan, Corporate Office Complex, Shanan, Shimla-171006, SHIMLA, HIMACHAL PRADESH-171006, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: ED	Role: PAO भुगतान का तरीका Payment Mode: SJVN पद Designation : Deputy Manager ईमेल आईडी Email ID : sunil.kumar078@sjvn.nic.in जीएसटीआईएन GSTIN : N पता Address: SJVN corporate office shanan shimla, Shimla, HIMACHAL PRADESH-171006, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the service provider within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

परिषद् विवरण Consignee Details			
क्र.सं. S.No	परिषद् नाम & पता Consignee Name & Address	सेवा विवरण Service Description	मात्रा Quantity
1	संपर्क Contact : - ईमेल आईडी Email ID : rajat.diman@sjvn.nic.in जीएसटीआईएन GSTIN : - पता Address : Corporate Head quarter SJVN Limited, Shakti Sadan, Corporate Office Complex, Shanan, Shimla-171006, SHIMLA, HIMACHAL PRADESH-171006, India	Custom Bid for Services - Anti-Bribery Management System (ABMS) as per ISO 37001:2016	Project/Lumpsum Based

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : VLSB220007335181 कंपनी का नाम Company Name : BUREAU OF INDIAN STANDARDS संपर्क नंबर Contact No. : 09558822057 ईमेल आईडी Email ID : qscowro@bis.gov.in पता Address : E9,,MANAKALAYA, MANAKALAYA,,MIDC, RD NO 8, MIDC,,Andheri East, Mumbai Suburban,, Mumbai, MAHARASHTRA-400093, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 27AAATB0431G1ZB (R) , 33AAATB0431G2ZH (S) खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Not Verified

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण Service Details	
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 08-Sep-2026	सेवा समाप्ति तिथि Service End Date : 09-Sep-2029
श्रेणी नाम Category Name : Custom Bid for Services	
बिलिंग चक्र Billing Cycle: quarterly	

विवरण Description	Quantity	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Anti-Bribery Management System (ABMS) as per ISO 37001:2016	Project/Lumpsum Based 374060
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	

कुल राशि (सूत्र) | Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	374060
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	374060
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	374060
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link	
एसएलए विवरण SLA Details	
<p>Preface : Agreement representing a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none">1. General Terms and Conditions for Goods and Services;2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document , <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p>Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none">1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties2. Present a clear, concise and measurable description of service offered to the buyer3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders. <p>Parties To The Agreement</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none">1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.</p> <p>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</p> <p>Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none">● “Detailed” specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .● Make sure that specifications are endorsed by key stakeholders .● Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .● The scope of work should mention what the outcome is based upon – time or material?● A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .● The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.● The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .● Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT" <p>Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p>Price Variation Clause:</p> <p>"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p>	
अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार Additional Required Data/Document(s) : Buyer	
<ol style="list-style-type: none">1. GEM Availability Report (GAR) : click here2. Pre Qualification Criteria (PQC) etc if any required : click here3. Scope of Work :click here	

4. Payment Terms : [click here](#)
5. Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Sow Etc : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Financial Document](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.3 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.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

SJVN Limited
payable at
Shimla

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.2 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

SJVN Limited

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.3 Buyer Added Bid Specific ATC:

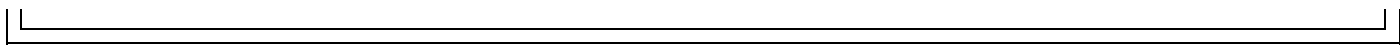
Buyer uploaded ATC document [Click here to view the file](#).

Note:

1. Service Providers are required to raise invoices online as per the contract terms on GeM portal. Timely invoice submission is mandatory for compliances, smooth payment processing, and will also contribute to improving their ratings.
2. The Excess settlement has been enabled for this contract. The service provider can claim additional charges, if applicable, in the invoice. Any additional charges must be supported with documentary evidence.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.



बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	30-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	30-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Sjvn Limited
संगठन का नाम / Organisation Name	Sjvn Limited
कार्यालय का नाम / Office Name	Shimla
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	dhananjay.kr77@sjvn.nic.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - Anti-Bribery Management System (ABMS) as per ISO 37001:2016
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Hiring Of Agency For ISO Certification Service
अनुबंध अवधि / Contract Period	3 Year(s) 2 Day(s)
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
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	<p>Experience Criteria, Bidder Turnover, Certificate (Requested in ATC)</p> <p>*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</p>
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) 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
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	38

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

लाभार्थी /Beneficiary :

SJVN Limited
Shimla, SJVN Limited, SJVN Limited, Ministry of Power
(Sjvn Limited)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/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

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. **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 % (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.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial Document - [1780995548.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):[1781005073.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1780997256.pdf](#)

Scope of Work:[1780997306.pdf](#)

Payment Terms:[1780997311.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1781005068.pdf](#)

Custom Bid For Services - Anti-Bribery Management System (ABMS) As Per ISO 37001:2016 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Anti-Bribery Management System (ABMS) as per ISO 37001:2016
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajat Dhiman	171006,Corporate Head quarter SJVN Limited, Shakti Sadan, Corporate Office Complex, Shanan, Shimla-171006	Project / Lumpsum Based	N/A

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

1. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

SJVN Limited
payable at
Shimla

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

SJVN Limited

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

3. 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.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---

**ATC
for
“Hiring of Certifying agency for Recertification of Anti-Bribery
Management System (ABMS) as per ISO 37001:2016 in SJVN”**

1.0 Minimum Qualification Requirements

The bidder must have completed/commissioned “**Similar Works**” mentioned below, and must meet the following requirements:

1.1 Financial Criteria

Average Annual Turnover: The bidder's Minimum Average Annual Turnover shall be ₹1,11,660/- (excluding GST) for the immediately preceding three consecutive financial years. For the purpose of arriving at Average Annual Turnover, Revenue from business operations shall be considered except other income.

1.2 Experience Criteria

The bidder should have successfully completed similar Consultancy / Certification / Audit Services during the last seven (07) years ending last day of month previous to the one in which bids are invited, as per any one of the following:

- i. Three (03) similar completed works, each costing not less than amount equal to:
₹1,63,640/- (Including GST)

OR

- ii. Two (02) similar completed works, each costing not less than amount equal to:
₹2,04,550/- (Including GST)

OR

- iii. One (01) similar completed work, costing not less than amount equal to:
₹3,27,280/- (Including GST)

Definition of Similar Work

“Agency must have provided Certification / Recertification for Implementation of ISO 37001:2016 Anti-Bribery Management System in Central Govt. Organizations/State Govt. Organizations /PSUs.

1.3 Accreditation Requirement

The Certification Body should be accredited by NABCB or authorized by Govt. of India for issuance of ABMS ISO 37001 Certificate.

Notes:

- (1) In support of Sr. No. (1.2) above, the bidder shall furnish documentary evidence by way of copies of Letter of Award/Purchase Order, Work Completion Certificate etc. along with the bid.
- (2) In support to Sr. No. (1.1) above, the bidder shall furnish documentary evidence by way

of Annual Reports comprising Audited Balance Sheets and Profit & Loss Accounts, the schedules and other Financial Statements of the immediately preceding three (03) years.

If the Audit and preparation of Financial Statements is not mandatorily applicable to the bidder as per the prevailing Law/Act, then the bidder shall be required to submit a certificate regarding (a) Annual Turnover as required at Sr. No. (1.1) and (b) Non-applicability of Audit requirement from the Practicing Chartered Accountant bearing a valid UDIN

Immediately preceding financial year shall be the financial year ending six months before the last date of submission of Bids.

For example, if the last date for submission of bids is between 1st April 2026 to 30th September, 2026, then the immediately preceding financial year shall be 2025-26, in case the Board of Directors has not approved the annual accounts for year 2025-26. In this case a statement to the effect that Board of Directors has not approved the Annual Accounts for the FY 2025-26 must be included in the requisite Statutory Auditor Certificate(s) bearing valid UDIN. In case board has approved the annual accounts for financial year 2025-26, then bidder has to submit such account and the year 2025-26 shall be taken as immediate preceding financial year.

Similarly, where the last date for submission of bids is between 1 October, 2026 to 31st March, 2027, then the immediate preceding financial year shall be 2025-26.

- (3) In support to Sr. No. (1.3) above, The Bidder shall furnish documentary evidence in the form of a valid certificate issued by a Certification Body accredited by the National Accreditation Board for Certification Bodies (NABCB) or authorized by the Government of India to issue Anti-Bribery Management System (ABMS) ISO 37001 certification.

Relaxation: Relaxation in the Average Annual Turnover criteria shall be extended to eligible MSEs and Startups as per prevailing Government guidelines, subject to submission of valid supporting documents such as Udyam Registration Certificate (for MSEs) or DPIIT-recognized Startup Certificate (for Startups) for verification.

2.0 Scope of Work

The scope of Recertification of the Anti-Bribery Management System (ABMS) for ISO 37001:2016 applies to SJVN Limited's Corporate Office located in Shimla and New Delhi, as well as its project sites. The audit will encompass a thorough assessment of SJVN Limited's compliance with the requirements specified in ISO 37001:2016.

Detail of Units are as follows:

Sr. No.	Project Site	State
1	Corporate Head Quarters Shimla	Himachal Pradesh
2	Corporate Head Quarters New Delhi	New Delhi
3	Nathpa Jhakri HPS	Himachal Pradesh
4	Rampur HPS	Himachal Pradesh

Sr. No.	Project Site	State
5	Luhri -1 HEP	Himachal Pradesh
6	Sunni HEP	Himachal Pradesh
7	Dhulasidh HEP	Himachal Pradesh
8	Naitwar Mori HPS	Uttarakhand
9	Khivire Wind Power Station	Maharashtra
10	Sadla Wind Power Station	Gujarat
11	Charnaka Solar Power Station	Gujarat

The audit scope for ISO 37001 certification of an Anti-Bribery Management System (ABMS) for SJVN includes a comprehensive assessment of the organization's compliance with the requirements specified in ISO 37001:2016. Here are the key areas to be covered in the audit:

i. Policy:

Evaluation of the organization's anti-bribery policy, its appropriateness, and its alignment with ISO 37001 requirements.

ii. Anti-Bribery Risk Assessment:

- Review of the organization's process for identifying and assessing bribery risks, including the methodology, criteria, and documentation used.
- Assessment of the effectiveness of risk mitigation measures and controls implemented to address identified risks.

iii. Anti-Bribery Controls and Procedures:

- Evaluation of the organization's implementation and effectiveness of anti-bribery controls and procedures, including those related to due diligence, gifts and whistleblowing.
- Examination of the processes for the selection, appointment, and monitoring of agents, intermediaries, and business partners.

iv. Training, Awareness, and Competence:

- Assessment of the organization's training programs and awareness campaigns related to anti-bribery policies, procedures, and legal requirements.
- Review of mechanisms to ensure the competence of individuals involved in implementing and overseeing the ABMS.

v. Reporting, Investigation, and Corrective Action:

- Examination of procedures for reporting suspected or actual bribery incidents, including the existence of confidential reporting channels.
- Assessment of investigation processes, including the identification of responsible parties, documentation of findings, and implementation of appropriate corrective

actions.

vi. Documentation and Record-Keeping:

- Assessment of the organization's documentation and record-keeping practices, ensuring that they are aligned with ISO 37001 requirements.
- Review of the retention and protection of records related to anti-bribery activities, such as risk assessments, due diligence results, and incident reports.

vii. Continual Improvement:

- Examination of the organization's processes for identifying opportunities for improvement and taking appropriate actions.
- Assessment of the organization's commitment to continually enhance the effectiveness of the ABMS.

3.0 BILL OF QUANTITY (BOQ)

Name of Work: Hiring of Certification Body for ISO 37001:2016 Anti-Bribery Management System (ABMS) Recertification and Surveillance Audits for SJVN Ltd.

3.1 PRICE SCHEDULE:

S. No.	Description of Work	Unit	Qty	Rate (₹)	Amount (₹)	Remarks
1	ISO 37001:2016 Recertification Audit & Certification (including documentation review, audit, reporting & certification)	Job	1			
2	1st Surveillance Audit (within 11 months of certification)	Job	1			
3	2nd Surveillance Audit (within 22 months of certification)	Job	1			
	Total Amount (Inclusive of all taxes, incidental charges GST, travel, boarding, lodging, Licence Fees etc.)					

The Prices for BOQ Items shall be inclusive of all travel, lodging & boarding expenses and are required to be quoted in Financial Document attached with GeM Bid.

4.0 Time of Completion

- 4.1** To complete the **recertification audit for Anti-Bribery Management System (ABMS)**, the timeframe shall be **40 days from the date of award of LOA** for carrying out the audit and issuance of certificate.

4.2 This duration shall include all necessary activities such as planning, scheduling, on-site visits, document reviews, interviews, and overall assessment of the Anti-Bribery Management System to ensure compliance with ISO 37001:2016 standards.

4.3 Surveillance Audits:

- a) The **first surveillance audit** shall be conducted **before completion of one year** from the date of issuance of certificate.
- b) The **second surveillance audit** shall be conducted **before completion of two years** from the date of issuance of certificate.

5.0 PAYMENT TERMS

5.1 General

- a) No advance payment shall be made to the agency.
- b) All payments shall be made through electronic mode (NEFT/RTGS) upon submission of invoice and required documents.

5.2 Payment Milestones (Activity-wise)

Payments shall be released in stages linked with completion of activities, as under:

S. No.	Activity	Payment (%)	Remarks
1	Completion of Recertification Audit and submission of audit report & issuance of valid ISO 37001:2016 Certificate.	50%	After issuance of certificate
2	Completion of 1st Surveillance Audit and submission of report	25%	Subject to acceptance
3	Completion of 2nd Surveillance Audit and submission of report	25%	Final payment

5.3 Conditions for Payment

- a) Payment shall be released within **20 days** from submission of complete invoice along with:
 - i. Audit reports
 - ii. Certification documents
 - iii. Acceptance by Engineer-in-Charge (EIC)

5.4 Taxes & Deductions

- a) The quoted price shall be **inclusive of GST and all applicable taxes**.
- b) TDS and other statutory deductions shall be made as per applicable rules.

5.5 Penalty / Liquidated Damages

- a) In case of delay in completion of any activity, **LD @ 0.5% per week (or part thereof)** shall be levied.
- b) Maximum LD shall be **limited to 5% of contract value**.

5.6 Non-Payment Conditions

- a) Payment shall not be released if:
 - i. Deliverables are incomplete
 - ii. Audit reports are not submitted
 - iii. Certification is not issued

5.7 Final Payment

- a) Final payment shall be released only after:
 - i. Completion of respective surveillance audits
 - ii. Submission of all reports
 - iii. Confirmation of continued certification validity

5.8 Other Conditions

- a) No escalation in price shall be allowed during the contract period.
- b) All incidental expenses including travel, lodging, boarding etc. are deemed included in the quoted price.

6.0 Boarding/Lodging & Transportation

All lodging and boarding including transportation arrangements shall be borne by the Certifying Body during the entire contract period.

7.0 Confidentiality

The certification body shall not disclose the documented management system to any third party.

8.0 Engineer-In-Charge and Consignee

Dy. CVO, SJVN Ltd, Corporate Head Quarters, Shanan-Shimla or his authorized representative will be Engineer In-charge for the entire package for this Contract.

9.0 Other Terms and Conditions

- a) Auditors safety responsibility of agency
- b) Arbitration clause applicable
- c) The quoted price shall be inclusive of all taxes, duties, GST, boarding, lodging, travelling, Licence fees and incidental charges etc.
- d) No extra payment shall be made on any account.
- e) Procurement shall be processed through GeM portal (Custom Bid)

- f) All terms shall comply with GeM guidelines
- g) Any services not specifically mentioned but required for completion shall be deemed included.
- h) Payment to auditing agency shall be made through electronic fund transfer schemes only and agency has to furnish the details of Bank Account no., name of bank, IFSC Code etc.

10.0 Force Majeure

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain..

11.0 E-Performance Bank Guarantee (E-PBG)

- a) As a Performance Bank Guarantee (PBG), the Contractor is required to furnish an unconditional /irrevocable Performance Bank Guarantee in favour of SJVN Limited within 28 days from the date of issue of GeM Contract.
- b) Performance Bank Guarantee (PBG) amount shall be equal to five per cent (5%) of the Total Contract Price for the faithful performance of the contract. The Performance Guarantee shall be valid till sixty (60) days beyond the date of completion of all contractual obligations.
- c) In case the Contractor fails to submit the Performance Security and/or any additional Performance Bank Guarantee (PBG) within the stipulated period as per provision(s) of the Contract, the Buyer, without prejudice to its other remedies under the contract, shall be entitled to charge an interest @15.5% per annum for delayed period on the amount of such Performance Bank Guarantee (PBG).

Note: *The bank Guarantees (for E-PBG/EMD if submitted in form of BG) shall also be transmitted through SFMS Gateway by the issuing Bank to the designated Bank of SJVN*

as detailed out below:

1	Name of the Beneficiary and his Details	SJVN Limited, Corporate Office Complex, Shanan, Shimla Himachal Pradesh-171006
2	Beneficiary IFSC	SBIN0063985
3	Beneficiary Branch Name and Address	State Bank of India, Shanan, Shimla 171006
4	Account Number	10835926299 (Current Account)

12.0 Corrupt & Fraudulent Practices

It is expected from the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees that they will observe the high standard of ethics during the bidding process and execution of such Contracts. In pursuance to this policy:

- a) For the purpose of this provision, the terms set-forth below shall mean as under:
- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
 - (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) A Bid shall be rejected by the Employer if it is determined at any stage that respective bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for the Contract in question.
- c) The Employer will declare a bidder / contractor ineligible or may terminate the contract, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub- consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for or in executing the Contract in question.

This is for strict compliance at all levels.

13.0 CONTRACTOR’S RESPONSIBILITIES

- 13.1. Without prejudice to any express provision in the contract, Contractor shall be solely responsible for any consequence resulting from any delay, lack of performance, breach of agreement and or any default caused solely & directly by the Contractor.

- 13.2. Contractor is responsible and liable for any acts and omissions of its employees and make good SJVN for any loss or claim that SJVN may incur.
- 13.3. Contractor shall hold harmless and make good SJVN from and against any and all claims, damages, expenses, and cost, including those asserted by its employees, process licensors, patent holder and/or by any third party arising directly or indirectly out of the performance of the contract.
- 13.4. The amount of liability of Contractor's shall be limited to 100% of the contract price.
- 13.5. Consequential loss including indirect damages, or loss of profit, business, revenue, goodwill, anticipated savings or data / damages are excluded from the claim for compensation.

14.0 TERMINATION

14.1. TERMINATION FOR SJVN'S CONVENIENCE

- (i) The SJVN reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default". SJVN shall in such an event give thirty (30) day notice in writing to the Contractor of his decision to do so.
- (ii) The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to SJVN, stop all further sub-contracting or purchasing activity related to the work terminated, and assist SJVN in storage, maintenance, protection, and disposition of the work acquired under the contract by it.
- (iii) In the event of such a termination, the Contractor shall be paid equitable and reasonable compensation, as warranted by the circumstances prevalent at the time of termination.

14.2. TERMINATION FOR CONTRACTOR'S DEFAULT

- (i) The SJVN, without prejudice to any other rights or remedies it may possess, terminate the Contract forthwith in the following circumstances by giving a notice of 30 days and its reasons therefore to the Contractor, referring to this Clause 14.2 (i).
 - (a) If the Contractor becomes bankrupt or insolvent, has a receiving order, issued against it, compounds with its creditors, or, if the Contractor's corporation, a resolution is passed or order is made for its winding up (other than voluntary liquidation for the purposes of amalgamation), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
 - (b) If the Contractor, in the judgment of the SJVN, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including not

limited to willful misrepresentation of facts concerning ownership of intellectual Property Rights or maintenance of the biometric system under this contract.

- (ii) If the Contractor:
 - (a) has abandoned or repudiated the Contract;
 - (b) has without valid reason failed to commence work on the Contract promptly;
 - (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without justified cause.
- (iii) Upon receipt of the notice of termination under ATC Clause 14.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:
 - (a) Cease all further work, except for such work as the SJVN may specify in the notice of termination for the sole purpose of protecting that part of the contract executed or any work required to leave the site in a clean and safe condition.
- (iv) Subject to ATC Clause 14.2 (iv), the Contractor shall be entitled to be paid the Contract Price attributable to the portion of the contract executed as at the date of termination. Any sums due to the Owner from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

15.0 NOTICES

- 15.1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by E-mail or facsimile and confirmed in writing to the other party 's address specified in Contract Document.
- 15.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

16.0 APPLICABLE LAW AND JURISDICTION

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of India. The courts of Shimla shall have exclusive jurisdiction in all matters arising under the contract.

17.0 SETTLEMENT OF DISPUTES

- 17.1. Any dispute(s) or differences(s) arising out of or in connection with the contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and the EIC.

- 17.2.** If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the contract for the performance of the work whether during the progress of the work or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the EIC, who within a period of thirty(30) days after being requested by either party to do so, shall give his decision in writing to the party concerned.
- 17.3.** Save as hereinafter provided, such decision in respect of every matter so referred shall be binding upon the parties until the completion of entire work under the contract and shall forthwith be given effect to by the contractor who shall comply with all such decisions, with all due diligence, whether contractor or the owner requires arbitration as hereinafter provided or not.
- 17.4.** If after the EIC has given written notice of his decision to the parties, claim, if any, to arbitration has not been communicated to each other by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 17.5.** The unresolved dispute between the parties may be referred to the Arbitration in the following events:
- (i) Failure of the EIC to communicate his written decision to the party within 30 days from the date of receipt of such request from the party.
 - (ii) The party dissatisfied with the written decision of EIC has communicated its intention to seek Arbitration to the EIC within 30 days after receipt of such written decision.

18.0 ARBITRATION

- 18.1.** Any dispute in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities. In the event of commencement of Arbitration, the parties shall be precluded to introduce in evidence the views expressed or suggestions or admissions made by the parties before EIC, proposals made by EIC or the fact that the other party had indicated its willingness to accept a proposal for the settlement made by EIC.
- 18.2.** Rules of procedure for arbitration proceedings:
- Any dispute, controversy or claim arising out of, or relating to the contract or breach, termination or invalidity thereof which has not become final and binding, shall be settled by arbitration tribunal as under.
- Arbitration in the case of dispute can only be resorted to by the contractor, after he deposits a certain percentage (to be decided mutually) of the total claim being made before the Arbitral tribunal.
- 18.3.** A dispute with the contractor (Except Govt. Entity, PSU or CPSU) shall be finally settled by arbitration in accordance with the rules of Arbitration of Indian council

of Arbitration (ICA)/ Construction Industry Arbitration Council (CIAC), or any other institution of Arbitration to be confirmed by the employer.

- 18.4. The arbitral tribunal shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate, or valuation of the Engineer-In-Charge.
- 18.5. The institutionalized Arbitration shall consist of three arbitrators, one each to be appointed by the Employer and the Contractor, from the panel of Arbitrators maintained by the institute. The third arbitrator to acts as presiding arbitrator of the tribunal shall be appointed by the Chairman of the institute.
- 18.6. Arbitration may be commenced prior to or after completion of work, provided that the obligations of the Employer, the Engineer-In-Charge, the Contract shall not be altered by reason of the arbitration being conducted during progress of the work.

If one of the parties fail to appoint its arbitrator in pursuance of Sub-Clause referred above, withing 30 days after receipt of the notice of intention to commence the arbitration, the Chairman of the institute may be requested to appoint the arbitrator on its behalf. A certified copy of the order of the Chairman of the institute making such an appointment shall be furnished to each of the parties.

The decision of the majority of arbitrators shall be final and binding upon both the parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also as the fees and expenses paid by the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

The venue of arbitration proceedings shall be Shimla, Himachal Pradesh.

- 18.7. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) I Port Trusts inter se and also between CPSEs. and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.
- 18.8. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitration in the Department of Public Enterprises to be nominated by the Secretary to Government of India in-charge of the department of the public enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for

setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

19.0 Submission of Documents with the bid

Each seller shall upload the following documents along with its Techno-Commercial bid:

- A.** Documents to substantiate “Turnover” under Minimum Qualifying Requirements as per Attachment-1 (Refer ATC Clause 1.1)
- B.** Documents to substantiate “Experience” under Minimum Qualifying Requirements as per Attachment-2 (Refer ATC Clause 1.2)
- C.** Valid accreditation Document as per Attachment-3 (Refer ATC Clause 1.3)
- D.** Details for Registration of bidder on SAP at SJVN as per Attachment-4.
- E.** Undertaking in Compliance of Ministry of Finance, Government of India Order No. F. No. 6/18/2019-PPD, Dated 23.07.2020 and its subsequent amendments thereof as per Attachment-5.
- F.** Form of Declaration as per Performa provided at Attachment-6 (Related Part Declaration by Bidder)

20.0 Structural Finance Messaging System (SFMS)

20.1 In case the seller submits the EMD in the form of Bank Guarantee, the same shall be transmitted through SFMS Gateway by the issuing Bank to the designated Bank of BUYER, details of which is as below:

- (i) Name of Bank : State Bank of India
- (ii) Account Name : SJVN Limited
- (iii) Account Number : 10835926299 (Current Account)
- (iv) IFSC Code : SBIN0063985

20.2 The Performance Bank Guarantee (PBG) shall also be transmitted through SFMS Gateway by the issuing Bank to the designated Bank of BUYER.

Schedule for Minimum Qualifying Requirements
(For the bidders who are seeking qualification under **ATC Clause 1.1**)

To,

SJVN Limited,
Electrical Contracts Department,
SJVN Corporate Office Complex, Shakti-Sadan, Shanan, Shimla

Sir,

We[Insert name of the Firm/Agency/Bidder]..... hereby submit following particulars in compliance to **ATC Clause 1.1** of ... [Insert GeM Bid No.].... along with documentary evidences:

Sl. No.	Description	FY 2022-23	FY 2023-24	FY 2024-25
1.	Annual Turnover (in INR)			
2.	Average Annual Turnover during the last 3 years, ending 31 st March, 2025 (in INR)			

Date.....

Place.....

(Name & Signature of Authorised
Representative with Seal/Stamp of Company)

Schedule for Minimum Qualifying Requirements
(For the bidders who are seeking qualification under **ATC Clause 1.2**)

To,

SJVN Limited,

Electrical Contracts Department,

SJVN Corporate Office Complex, Shakti-Sadan, Shanan, Shimla

Sir,

We[Insert name of the Firm/Agency/Bidder]..... hereby submit our particulars in compliance to **ATC Clause 1.2** of ... [Insert GeM Bid No.] along with supporting Documents and declare that the Qualifying Requirements data submitted below is true and correct.

Sl. No.	Subject of awarded LOA/VO/PO	Name of Firm Issuing LOA/VO/PO	Reference no. and Date of LOA/VO/PO	Value of LOA/VO/PO in Rs.	Reference no. and Date of Completion Certificate
1.					
2.					
3.					
4.					

Date.....

Place.....

(Name & Signature of Authorised
Representative with Seal/Stamp of
Company)

Remarks:

- Additional Rows may be added for seeking qualification under ATC Clause 1.3

Schedule for Minimum Qualifying Requirements
(For the bidders who are seeking qualification under **ATC Clause 1.3**)

To,

SJVN Limited,
Electrical Contracts Department,
SJVN Corporate Office Complex, Shakti-Sadan, Shanan, Shimla

Sir,

We[Insert name of the Firm/Agency/Bidder]..... hereby submit our particulars in compliance to **ATC Clause 1.3** of ... [Insert GeM Bid No.].... along with supporting Documents:

Sl. No.	Reference no. and Date of Valid accreditation Document
1.	

Date.....

Place.....

(Name & Signature of Authorised
Representative with Seal/Stamp of
Company)

Remarks:

- Additional Rows may be added for seeking qualification under **ATC Clause 1.1**

PROFORMA FOR E- PERFORMANCE BANK GUARANTEE (E-PBG)

(To be stamped in accordance with Stamp Act)

To

*[Buyer's Name & Address]***Dear Sirs,**

In consideration of the *[Buyer's Name]*..... having its registered office at Corporate Office Complex, Shanan, Shimla Himachal Pradesh-171006 (Hereinafter referred to as the Buyer,' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. *[Contractor's Name]* with its Registered/Head Office at (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns).

The Contractor has entered into Contract bearing No. dated..... and amounting of INR.....*[Insert Total Contract Value (in words)]*..... with the Buyer for **"Hiring of Certifying agency for Recertification of Anti-Bribery Management System (ABMS) as per ISO 37001:2016 in SJVN"**. As per provisions of the Contract, a Performance Security for sum of INR.....*[Insert the amount of Performance Security (in words)]*..... is required to be furnished by the Contractor to the Buyer for due performance of the contract.

We *[Name & Address of the Bank]* Having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Buyer, on demand any and all monies payable by the contractor to the extent of INR.....*[Insert the amount of Performance Security (in words)]*..... as aforesaid at any time upto (@) *[days/month/year]* without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Buyer on the Bank shall be conclusive and binding notwithstanding any difference between the Buyer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes that the guarantee shall be irrevocable and valid till the completion of faithful performance of the Contract to the satisfaction of the Buyer and/ or the Buyer in writing discharges the Guarantee.

The Buyer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Buyer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Buyer and the Contractor or any other course or remedy or security available to the Buyer. The Bank shall not be released of its obligations under these presents by any exercise by the Buyer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Buyer or any other indulgence shown by the

Buyer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Buyer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Buyer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to **INR.....[Insert the amount of Performance Security (in words)].....**and it shall remain in force upto and including (@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name] on whose behalf this guarantee has been given.

Dated this day of 2026 at

WITNESS

.....
(Signature)

.....
(Signature)

(Name)

(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per Power of
Attorney No.....
Dated

Notes:

1. (@)This date will be Sixty (60) days after expiry of Contractual Obligations as per ATC Clause 11.
2. The bank guarantee shall be issued by any Scheduled Bank /Nationalized Bank.
3. The Bank Guarantee shall be transmitted through SFMS Gateway by the issuing Bank to the designated Bank of SJVN, details of which is as below:

(i)	Name of Bank	:	State Bank of India
(ii)	Name of Branch	:	State Bank of India, Shanan, Shimla 171006
(iii)	Account Number	:	10835926299 (Current Account)
(iv)	IFSC Code	:	SBIN0063985

Details for Registration of bidder on SAP at SJVN

Sl. No.	Information to be required	Information Provided by the Vendor/Bidder
1.	Name of the Vendor (bidder)	
2.	Address of the Bidder	
3.	Email and Contact Details	
4.	Postal Code	
5.	City	
6.	Bank IFSC	
7.	Bank A/c No.	
8.	GSTIN	
9.	PAN	

Date.....

Place.....

(Name & Signature of Authorised
Representative with Seal/Stamp of
Company)

Note:

1. The Bidder may not that the above information will be used for registration of the bidder at SJVN's SAP portal for all financial transactions like invoicing for EMD etc. In case the work, be awarded to the Contractor the same may be used for payment processing during execution of the Contract.
2. In case, the bidder is from exempt category, above details are not required to be submitted along with the bid.

Undertaking in Compliance of Ministry of Finance, Government of India Order No. F. No. 6/18/2019-PPD, Dated 23.07.2020 and its subsequent amendments thereof

(On the letterhead of the Seller/Bidder)

I have read the clause regarding restrictions on procurement from a bidder of a country that shares a land border with India and on sub-contracting to contractors from such countries.

I certify that [*Insert name of the Firm/Agency/Bidder*]....., is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that [*Insert name of the Firm/Agency/Bidder*].....fulfils all requirements in this regard and is eligible to be considered.

Note: - Evidence of valid registration by the Competent Authority shall be attached (if applicable)

Date.....

Place.....

(Name & Signature of Authorised
Representative with Seal/Stamp of
Company)

Related Part Declaration by Bidder

(On the letterhead of the Seller/Bidder)

I/We hereby declare that I/We have read and understood the provisions of **Section 2(76) of the Companies Act, 2013**, read with the relevant Rules framed thereunder, and **Indian Accounting Standard (Ind AS)-24 – Related Party Disclosures**.

Accordingly, I/We hereby certify the details of Related Parties, if any, in compliance with participation in the tender invited by SJVN Limited vide..... [Insert GeM Bid No.]

Details of related Party are hereunder:

Sl. No.	Name of Related Party	Nature of Relationship (Director / KMP / Relative / Entity, etc.)	Brief Description
1.			
2.			
3.			
4.			
5.			

I/We further undertake that:

- The above declaration is true and correct to the best of my/our knowledge.
- Any change in the above particulars during the currency of the tender / contract shall be **promptly intimated in writing** to SJVN Limited.
- I/We understand that **submission of false or misleading information** may lead to rejection of the bid / termination of contract and other action as deemed fit by SJVN Limited

Date.....

Place.....

(Name & Signature of Authorised
Representative with Seal/Stamp of
Company)

Note: Non-submission of declaration shall render the bid liable for rejection.