बिड संख्या/Bid Number: GEM/2026/B/8017894
दिनांक /Dated: 22-10-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 17-11-2026 14:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 18-11-2026 14:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Power |
| विभाग का नाम/Department Name | Sjvn Limited |
| संगठन का नाम/Organisation Name | Sjvn Limited |
| कार्यालय का नाम/Office Name | Njhps Sjvn Jhakri Hp 172201 |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :rajeshkr.negi@sjvn.nic.in<br>Buyer Email id: neha.mahajan@sjvn.nic.in |
| वस्तु श्रेणी /Item Category | Custom Bid for Services - Deputation of Experts from OEM ( M/s Voith Hydro) |
| समान श्रेणी/Similar Category | • AMC/ CAMC of Hydro Energy Power Plants |
| अनुबंध अवधि /Contract Period | 2 Year(s) |
| 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 | OEM Authorization Certificate,Additional Doc 1 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No |

| बिड विवरण/Bid Details | |
|---|---|
| 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** | 7 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count** | 3 |
| बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled** | No |
| बिड का प्रकार/**Type of Bid** | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation** | 5 Days |
| अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / **Estimated Bid Value in INR (Inclusive of all taxes)** | 5649250 |
| **Payment Timelines** | Payments shall be made to the Seller within **10** 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**

| | |
|---|---|
| एडवाईजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount | 112985 |

**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). | 26 |

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

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

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

**लाभार्थी /Beneficiary :**

DGM
Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(F And A Deptt., Njhps,jhakri)

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

**एमआईआई अनुपालन/MII Compliance**

| | |
|---|---|
| एमआईआई अनुपालन/MII Compliance | Yes |

**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. **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.
2. 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.
3. 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 :**

Price Schedule-1 - 1792569501.xlsx

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**1792579345.pdf

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**1788955025.pdf

**GEM Availability Report ( GAR):**1788955078.pdf

**Payment Terms:**1792584215.pdf

**Instruction To Bidder:**1792584202.pdf

## Custom Bid For Services - Deputation Of Experts From OEM ( M/s Voith Hydro) ( 1 )

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification | मूल्य/ Values |
|---|---|
| **कोर / Core** | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Deputation of Experts from OEM ( M/s Voith Hydro) |
| 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 |

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | Quantity | अतिरिक्त आवश्यकता /Additional Requirement |
|---|---|---|---|---|
| 1 | Soni Kumar | 172201,OFFICE COMPLEX NJHPS SJVN JHAKRI | Project / Lumpsum Based | N/A |

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## ADDITIONAL TERMS AND CONDITION

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**A. INSTRUCTIONS TO BIDDERS (ITB)**

**Single Tender Enquiry** is hereby invited under **two part bid** system through **GeM portal** from **M/s Voith Hydro Private Limited** (i.e OEM of required service) **or their authorized dealer(s)** on behalf of SJVN Limited for "***Deputation of Experts from OEM i.e. M/s Voith Hydro Private Limited for Health Assessment, Inspection, Supervision during APM/Repairs, Emergency Support, and Other Specialized Services at NJHPS on Requirement Basis for a Period of Two (02) Years* )**[Detailed scope of Work as per **Annexure –I** enclosed]

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**1.0 Plant Information**

The 1500 MW Nathpa Jhakri Hydroelectric Power Plant is located between Nathpa(Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh.

**2.0 Communication and Transport Limitation**

The Plant Site is located in the interior of Himachal Pradesh. The dam is located on the Sutlej River near village Nathpa in District Kinnaur. The underground power house is located near village Jhakri in District Shimla. Jhakri is ahead of Shimla, the capital of the State of Himachal Pradesh about 150Km on NH-5.

The rail head (broad gauge) is at Kalka (NR). Kalka is about 235 Km (Approx.) from Jhakri.

| **Approximate Distance from Kalka** | **To Mumbai** | **To Kolkata** | **To Chennai** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| (i) By Rail | 1906 | 1809 | 2558 |
| (ii) By Road | 1753 | 1791 | 2482 |

The distance from Kalka to Delhi by road is 285 Km (approx.). From the Kalka rail head, the Project is approachable by the following roads/routes:-

| | | | |
|---|---|---|---|
| (i) | Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur – Jhakri- Nathpa (NH -5). | : | 285 Km (Approx.) |
| (ii) | Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri- Nathpa. | : | 300 Km (Approx.) |
| (iii) | Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri- Nathpa. | : | 385 Km (Approx.) |

**Transport Limitation**

The transport limitation by road from Kalka to the Plant Site at Nathpa would be the governing factor in respect of the permissible package size and weight. Bidder should consider all factors as can be envisaged for transportation of equipment to avoid and overcome the hindrances/ limitations on existing road on account of weather conditions and any other reasons without affecting the schedule .

**3.0 MINIMUM QUALIFYING REQUIREMENT:** Single Tender enquiry is invited against OEM/OES. The bidder must be Original Equipment Manufacturer {i.e **M/s Voith Hydro Private Limited}** or their authorized dealer(s).

In support of above, Bidder (s) shall submit the following:-

Copy of Authorization Certificate from OEM i.e. **M/s Voith Hydro Private Limited,** if the bid is submitted by their authorized dealer(s).

**Remarks:- OEM [i.e M/s Voith Hydro Private Limited] or any authorized dealer (s) of OEM can participate in the tender, However in case where the Original Equipment Manufacturer has also submitted the bid along with authorized dealer (s), then bid of OEM shall be considered and bid (s) of authorized dealer (s) will not be considered and EMD will be returned.**

**4.0 SCOPE OF PROPOSAL/ WORK**

4.1 Scope of work covers **"Deputation of Experts from OEM i.e. M/s Voith Hydro Private Limited for Health Assessment, Inspection, Supervision during APM/Repairs, Emergency Support, and Other Specialized Services at NJHPS on Requirement Basis for a Period of Two (02) Years"- PCD-1048(O&M)/2026** as per Scope of Work & BOQ (Annexure-I enclosed along with the bid):

4.2 The bidder shall be required to offer their rates & prices for entire scope of work basis.

**4.3** The detailed complete scope of work as per scope of work, BOQ uploaded along with the bid and same shall be the Integral Part of the Contract**.**

**5.0 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**6.0 AMENDMENT OF BIDDING DOCUMENTS**

6.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

6.2 The amendment will be notified through website (on ***www.sjvn.nic.in & https://gem.gov.in )*** to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein has been taken into account by the Bidder in its bid.

6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

**7.0 EARNEST MONEY DEPOSIT {EMD/ BID SECURITY (FDR/TDR)} (ONLINE).**

7.1 The bidder shall furnish, bid security/earnest money as part of bid amounting to **₹ 1,12,985/-**(**Rupees One lakh Twelve Thousand Nine Hundred and Eighty Five Rupees Only**).

7.2 **EARNEST MONEY DEPOSIT/BID SECURITY EXEMPTION:-** The bidder seeking Earnest Money Deposit/Bid Security exemption, must submit the valid supporting document for the relevant category as per GeM GTC along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from submission of Earnest Money Deposit/Bid Security. Traders are excluded from the purview of this Policy. **If the MSE/NSIC/Startup India certificate does not contain the item(s)/ /Services as listed in our NIQ/NIT and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD and the same should reach within ten (10) days from the date of SJVN's clarification sought through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.**

**Remarks: The exemption of the submission of the EMD shall be given to the MSE firm only after verification of their MSE registration on MSME Databank {i.e. on website udyamregistration.gov.in}.**

7.3 The bidder must also submit the bid security declaration as per SJVN Format (Annexure-II) uploaded on GEM Bid.

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

| | |
|---|---|
| Beneficiary Name: | SJVN LTD O AND M ACCOUNT, Payable at SBI Jhakri |
| Account No: | 11543142129 |
| IFSC Code: | SBIN0006988 |
| Bank Branch: | SBI Jhakri |

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

7.5 The EMD through electronic fund transfer is to be credited in SJVN account before bid closing date as specified in the tender. The bidder shall also upload the supporting documents of EMD with transaction ref. no. along with their bid.

7.6 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/T**

**DR {Pledged in favour of the NJHPS, preferably SJVN Ltd. Jhakri}/BG{**as per SJVN standard Format attached as **Annexure-IX**/GeM standard format(if any)} is also acceptable. The bid security shall remain valid for a period of 45 days beyond the original validity period and beyond any extension subsequently requested. The FDR/TDR in original/physical form should reach preferably o n or before bid closing date at the address given below:

**Deputy General Manager**

**(Procurement & Contract Department),**

**NJHPS, SJVN Ltd. Jhakri,**

**Distt. Shimla (H.P.)-172201.**

- **If EMD in the form of FDR/TDR/BG does not reach in physical form with in Ten (10) d ays after the closing date, the bid(s) shall not be entertained and such bid(s) shall b e treated as late bid(s)/non-responsive bid(s).**

**Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque wil l not be considered. If any bidders submitted EMD in the form of DDs, local Cheque/ out stations Cheque then SJVN may ask the bidder to submit the EMD as per clause no. 7.4 & 7.6 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.**

7.7 The bid security/ EMD and bid security exemption certificates shall remain valid for a period of 45 days beyond the original bid validity period and any extension subsequently requested. If the Bid se curity/ Exemption certificate is not found valid for 45 days beyond the original bid validity period an d any extension subsequently requested, SJVN may ask the bidder to extend the validity of the Bid s ecurity/ Exemption certificate for a period up to 45 days beyond the original validity period or else s ubmit the EMD/ Bid security. Such EMD/ bid security shall be submit as per clause no. 7.4 & 7.6 as a bove and the same should reach within ten (10) days from the date of SJVN's clarification through G eM.

7.8 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later t han thirty (30) days after the opening of Price bid.

7.9 The bid security of the successful bidder will be returned when the bidder has furnished the requi red performance security.

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

7.11 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form;

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit;

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

(iii) To start activities according to Work Completion Schedule.

**8.0 Bid Prices**

- Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire supply on a "single responsibility" basis such that the total bid price covers all the supplier's obligations mentioned in or to be reasonably inferred from the bidding documents.

- Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

- Bidders shall give the required details and breakup of their prices as per Schedules specified.

- The Prices quoted by the Bidder shall be **FIRM** during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**9.0 Bid Currencies**

Bidders shall quote all prices in Indian Rupees only.

**10.0 SUBMISSION OF BIDS**

The bids will be submitted electronically at GEM Portal. **The bid is called under two parts system as under:-**

**A. Price Bid Part:-**

**a.** Bidder shall be required to offer their rates & prices for entire scope of contract. FIRM prices for FOR, Jhakri (HP, INDIA) basis is to be quoted inclusive of GST. **The format for calculating the Total Price is as per Schedule-I (i.e. Break-up of Quoted Price).**

**b.** Any other deduction like TDS etc as applicable under this contract as per the Govt. laws shall be made from the payment of the contractor and statement for the same shall be provided by SJVN for the same

**c.** The taxes & duties shall be paid as per applicable rate at the time of delivery of the material. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made with in schedule completion/delivery period as per LOA, otherwise same shall be paid by the bidders. Accordingly the taxes & duties shall be quoted by bidder.

**Note: All the participated bidders will also have to submit the breakup of the quoted price with GST as per Schedule-1 (i.e. break-up of quoted price) is to be uploaded along with Price Bid part only.** The break-up shall be integral part of the contract and the payment shall be regulated as per the break-up submitted**. No price part/price breakup is to be submitted along with techno commercial bid otherwise bid shall be rejected as per GeM GTC .**

**B. Techno-commercial bid part which consist of followings:**

**(i)** Copy of GST Registration No.

**(ii)** Copy of PAN No.

**(iii)** Copies of EPF(As applicable) & ESIC (As applicable).

**(iv)** Earnest Money Deposit /FDR/TDR/ Copy of the MSE/ NSIC /Start Up certificate as per clause no. 7.0.

**(v)** Bid Security Declaration Form as per SJVN Format (**Annexure-II**).

**(vi)** Pre Contract Integrity Pact **Annexure-III as** per **clause 17.0 below**

**(vii)** Self-certification on company letter head by authorized person, regarding local content **Annexure-IV** as per clause No**. 19.0 below.**

**(viii)** Undertaking Border Land sharing as per **Annexure-V** as per clause No**. 20.0 below.**

**(ix)** TReDs registration details or undertaking as per clause ref. no **21.0 below** (**applicable only for MSE vendors).**

**(x)** Undertaking as per **Annexure-VI**.

- ► SJVN reserves the right to ask additional information if necessary after opening of the bid.

- ► The bidder(s) not meeting the above requirements shall be considered techno-commercial non-responsive bidder(s) and price bid of such bidder(s) shall not be opened.

- ► The Techno-Commercial Bid part will be opened electronically as per schedule time and date as indicated in the bid documents in the O/o HOD (P&C), SJVN Ltd., Jhakri, Distt. Shimla (H.P.) – 17 2 201.

- ► The Price Part will be opened electronically at same place only for those bidders whose techno-c ommercial part is found to be techno-commercially acceptable.

- ► The Owner further, reserves the right to reject any Bid which is not submitted according to the i nstructions stipulated above.

**11.0 DEVIATIONS:**

No Deviation(s) from any terms and conditions is/are allowed, otherwise bid shall be rejected. The Bidder(s) are requested to represent for any amendment(s) in terms and condition before the ope ning of the bid. Any amendment shall be as per the discretion of SJVN, based on the nature of the amendment sought and the requirements of the work.

**12.0 WITHDRAWAL OF BIDS**

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in Bid documents. Withdrawal of a bid during this interval may res ult in the Bidder's forfeiture of its bid security / EMD/ necessary action may be taken as per bid sec urity declaration submitted by the firm along with their bid.

**13.0 BID OPENING AND EVALUATION**

- ► The Owner will open all bids electronically, on the date and at the place specified in the GEM Bi d. In the event of the specified date for the opening of bids being declared a holiday for the O wner or network problem, the bids will be opened at the appointed time on the next working d ay.

- ► **Bids will be evaluated for the complete scope of work/ BOQ on single responsibility considering the** Total Cost FOR Jhakri including all taxes.

## 14.0 CLARIFICATION OF BIDS

During bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or sub stance of the bid shall be sought, offered or permitted.

## 15.0 AWARD OF CONTRACT

- The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid on single responsibility basis fo r entire scope of work, further provided that the bidder is determined to be qualified to perfor m the contract satisfactorily.

- Bidders would be required to comply with all other requirement of the Bidding Documents.

- **Award will be placed for entire scope of Work on L1 basis for substantially responsi ve bid on single responsibility basis.**

## 16.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BIDS

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reje ct all bids at any time prior to award of contract, without thereby incurring any liability to the affec ted Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for t he Owner's action.

## 17.0 Adoption of Integrity Pact[ANNEXURE-C Enclosed ]:

To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pac t. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisio ns.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/offici als of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrit y Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pa ct shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed in ANNEXURE-III) is a basic qualifying requirement. I f the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partner s of the consortium/joint venture. In case of sub-contracting, the principal contractor shall be solely respon sible adherence to the provisions of IP by the sub-contractor(s).

To oversee the compliance of obligation under the Integrity Pact, a panel of Independent External Monitor( s) (IEMs) have been appointed by concerned authority. The Contact address of IEMs is as under:

1. Sh. Devendra Verma , ISS (Retd.)
   604, Tower-14, Purvanchal Royal City, Chi V,
   Greater Noida, G.B. Nagar(UP)-201310
   Email: verma.davendra@gmail.com

2. Sh. Prashanta Kumar Agrawal, IPS (Retd.)
   House no. 762, Sector-17,
   Faridabad (HR)- 121002
   Email- agrawal.prashanta@gmail.com

3. Sh. Sanjay Kumar Srivastava, IAS (Retd.)
   C-2 Flat No. 2475
   Vasant Kunj, (Opposite DPS School) Vasant Kunj
   New Delhi-110070
   Email: - srivastava.sk001@gmail.com

All pages of the Integrity pact to be signed between SJVN Ltd. and the bidders / contractors on plain p apers at the time of submission of bid as per the approved format. The Integrity Pact shall be duly sig ned on behalf of the employer (SJVN Ltd.) is given in forms & procedure of these bid documents. Sign ed copy of the Integrity Pact is to be included in the bid document while issuing Tender Document / up loading the tender documents on the Portals. The integrity pact shall be downloaded, printed and sign ed by bidder on each page. The scanned copy of duly signed Integrity Pact shall be uploaded by the b idder along with the bid.

Further following may also be noted:-

IP is deemed as part of the contract so that the parties concerned are bound by its provisions.

**Failure to sign the integrity pact by applicant shall be liable to outright rejection of applic ation / bid.**

The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-judicial Stamp Pa per of Rs 100/- within 15 days from the date of issue of LOA

## 18.0 CORRUPT OR 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. **For this purpose, the applicant shall sign the Integrity Pact as per clause no. 17.0 of ITB**. 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.

## 19.0 Preference for procurement of goods/Services/Works from Local Suppliers under Public Procurement (Preference to Make in India) Revision PPP-MII order 2017 dated 16/09/2020&19/07/2024 and MOP order 28/07/2020 in respect of Hydro Power Sector

### 19.1 Local Supplier Categories:

I. Class-I Local Supplier- Minimum Local Content = 50%.

II. Class-II Local Supplier- Local Content >20% and < 50%.

III. Non-Local Supplier-Local Content <20 %.

**Definition of Local content**: 'Local content' means the amount of value added in India which sh all, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (ex cluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**19.2 The bidder will submit following along with their bid:-**

1. Country of origin of Material/ Equipment & Services.
2. The bidder will submit the percentage (%) of local content of Self certification regarding Local C ontent in line with PPP-MII order in their company letter head by authorized person {**As per A nnexure-IV enclosed}**.

**19.3** In line with the revised PPP-MII order 2017 dated 16/09/2020 & 19/07/2024, the bidder shall su bmit the Local content, certifying that the item offered meets the Local Content and shall give det ails of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017.

**19.4 Self-declarations/ auditor's/ account's certificates submitted by the manufacturer/ s upplier may be verified randomly by the committee constituted as per MOP order 20/07 /2020. In case of false documents/misrepresentation of the facts requisite action again st such manufacturer/supplier will be taken based on the recommendation of the Com mittee.**

**Remarks: The scanned copy (ies) of the document(s) asked as above are to be uploaded along with bid.**

**20.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority specified in Annexure-I of Ministry of Fin ance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020 and various amendmen t/clarification issued in this regard. The bidders for the purpose of compliance and its procedure for r egistration from Competent Authority etc. The bidder has to submit the undertaking as per **Annexur e-V** regarding compliance of above-mentioned order. In case the undertaking given by the bidder w hose tender has been accepted by the Employer is found false at the later stage, this would be a gro und for immediate termination and further legal action shall be taken in accordance with law.

**21.0 Mandatory Registration on TReDS portal for MSME Vendors:-**

**TReDS** is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. It addresses the issue of delayed payments to MSMEs. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). It is mandatory to all CPSEs to register themselves and ensure mandatory on boarding of MSE vendors on TReDS portal.

There are three TReDS platforms which are presently operational in India. Receivables Exchange of India Ltd (RXIL), M1xchange and Invoicemart. Currently SJVN Ltd. is transacting with M1xchange and Invoicemart TReDS platforms only. MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e –discounting /electronic factoring services on TReDS platform and following the procedures defined therein.

Therefore, all MSEs Vendors in their own interest are hereby requested to register themselves on TReDs portal .**The contract shall be awarded to eligible MSE bidders only if they get themselves registered on TReDs portal**. Therefore, the bidders shall submit the TReDs registration details along with their bid or else can also submit an undertaking on their letterhead that " **it is confirmed that our firm shall get registered on TReDs if found L-1 before placement of order**" along with their bid. The MSE bidders shall have to ensure registration on TReDs portal and submit documentary evidence before award of contract falling which contract shall not be awarded.

**22.0SIGNING OF THE CONTRACT AGREEMENT(Format Annexure-VII enclosed)**

I. The Contract Agreement shall be signed only after submission of required CPG/PSD by the contractor in line with relevant provisions of contract and its acceptance by EIC/OICs/P&C.

II. The Contract Agreement (s) will be signed in three (3) originals on non –judicial Stamp Paper (03Nos) of ₹ 100/- each along with Six (06Nos) copies of judicial paper of ₹ 1/-each within 30(thirty) days of issue of Notification of awards/letter of Awards and the contractor shall be provided with one signed copy of "Original Agreement" and other will be retained by the owner. **The non-judicial stamp papers & judicial papers are to be purchased from Himachal Pradesh only**.

III. The agreement shall be signed by the authorized signatory of contractor. **, While signing of agreement, satisfactory evidence of authority of the Authorized Signatory signing on behalf of the Contractor shall be furnished on non-judicial stamp paper of an appropriate value in the form of a Power of Attorney/Authorization Letter, duly notarized by a Notary Public, indicating that the Authorized Signatory signing the agreement have the authority to sign the agreement and that the agreement is binding upon the contractor.**

IV. Subsequent to signing of the Contract(s), the contractor at his cost shall provide the owner with at least four (4) copies of Agreement (Hard Bound) with in twenty (20) days after signing of the contracts.

**Note:** ***The Notification of Award/Letter of Acceptance will constitute the formation of the Contract until formal agreement is signed and further subject only to the furnishing of a performance security deposit in accordance with the relevant Provisions***

***of Tender /Bid Documents***.

**23.0 SUBMISSION OF DOCUMENTS BY POST:**

The following documents in hard copy/original form sealed in envelop super scribed as **"PCD-1048(O&M)/2026- "Deputation of Experts from OEM i.e. M/s Voith Hydro Private Limited for Health Assessment, Inspection, Supervision during APM/Repairs, Emergency Support, and Other Specialized Services at NJHPS on Requirement Basis for a Period of Two (02) Years."** are to be sent through post:-

(i) Earnest Money Deposit (In original) if submitted in the form of FDR/TDR/BG as per **clause no. 7.0**

► These scanned copies of above documents should be uploaded on GEM Portal and is to be reach on or before closing date and time as per the GEM Bid.

► Any documents as asked or required are to be sent to the following address:-

**HOD,**

**Procurement and Contract Department,**

**NJHPS, SJVN Ltd., Jhakri,**

**Distt. Shimla (H.P.)-172201.**

**Phone No. 01782-275236.**

**Fax No. 01782-234049/ 275106.**

**Remarks: The scanned copy (ies) of the document(s) asked as above are to be uploaded on GEM Portal and should reach in original/physical form at above address preferably on or before bid closing date as specified in the tender. However, the original document(s) in physical shall also be acceptable within ten(10) days after bid closing date, otherwise bid(s) shall not be entertained and such bid(s) shall be treated as late bid(s)/non-responsive bid(s). Also if the original document(s) in physical form are found to be at variance than the scanned copies submitted /uploaded earlier along with e-bids, the bid(s) will be treated as non-responsive.**

**B. SERVICE LEVEL AGREEMENT**

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1.0 Definitions

In this Contract, the following terms shall be interpreted as indicated:

(a) **"The Contract"** means the Contract Agreement entered between the Owner and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) **"The Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

(c) **"The Services"** means all those services necessary for Supply of the material and any other incidental services etc and other such obligations of the Contractor covered under the Contract.

(d) **"The Owner"** means the **SJVN Limited**.

(e) **"The Contractor"** means the individual or firm supplying the material & services under this Contract.

(f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

(g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition".

### 2.0 CONTRACT PERFORMANCE SECURITY

2.1 Within **twenty-eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA, the successful Bidder shall furnish to the Owner, an unconditional performance security for **five percent (05%)** of the Contract Price(including GST). The contract security shall be valid up to Sixty (60) days after the completion of Contract period (Refer Sr. No. 5.0 below).

2.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. GST as per applicable shall be attributable to the contractor.

2.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee **{As per SJVN standard format enclosed[Annexure-VIII] or as per the standard format of GeM (if any)}** issued preferably by a nationalized Bank/ any scheduled as per RBI guidelines**,** acceptable to the Owner or in the form of FDR or TDR (pledged in favour of SJVN Ltd.) or online transfer to NJHPS, SJVN Bank Account (as per details given in IT B Clause no. 7.4) etc. In case CPG is submitted by way of Bank Guarantee; while issuing the phy sical BGs, the Supplier’s/contractor’s Bank shall also send electronic message through secure S FMS to Employer’s/Buyer’s Beneficiary Bank whose details are provided in the ITB Clause No. 7. 0(7.4) above.

2.4 The performance security will be discharged by the Owner and returned to the Contractor not l ater than sixty (60) days after the after completion of contract period.

2.5 **In case any delay in the submission of CPG, Interest shall be charged on per day ba sis on the amount of CPG@SBI MCLR as on date of bid submission + 200 basis point.**

2.6 The MSE/ NSIC/Startup firms are not exempted from the submission of the Contract Performan ce Security.

**3.0 INSURANCE**

The contractor shall insure his all man against any mishap / accident. SJVN shall bear no responsib ility and financial liability for any mishap/accident for contractor man power / machinery.

**4.0 FORCE MAJEURE**

4.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to c omplete the work within time specified for all or any part of the equipment due to the act of God, w ar declared or undeclared, acts of public enemy, riots, civil commotion, invasion, insurrection, sabo tage, acts of restraint of Government, federal, state or municipal action or regulation, fire, flood, h urricanes, accidents, epidemic, quarantine, restrictions, or any failure on the part of the Owner or his representative to approve or comments on drawings or other causes, contingencies or circumst ances not subject to their control, whether of a similar or dissimilar nature which prevents the Cont ractor from completion of work. Any such cause or delays even though not existing on the date of the contract on or the date of start of work shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of no rmal work even though such case may occur after performance of firm’s obligation has been delay ed for the other causes.

4.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Owner in writing of such condition and the cause thereof. Unless otherwise directed by the Owner in writing, the Cont ractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not

**5.0 PAYMENT TERMS**

5.1 **Hundred percent (**100%) prorate per visit payment along with taxes shall be made within 10 days after completion of the work and submission of following documents to EIC for verification:

**i)** Bills duly verified by the concerned EIC or his authorized representative.

**ii)** Photocopy of unconditional acceptance of letter of Award/work order along with copy of signe d agreement.

**iii)** Copy of GST registration & PAN No

**iv)** Contract performance security.

**v)** Copy of logbook on visit basis

**vi)** Work completion certificate issued by EIC for the visit whose payment is to be released.

5.2 In order to comply with necessary formalities under GST while making payments, computation ta x, invoicing, filling of returns etc. under Notification No 10/2017, Chapter VI,46 tax invoice' invoice for goods and services to contain following particulars namely:-

a) Name, Address & GSTIN of the Supplier

b) Specific Invoice Number format

c) Name and address of recipient

d) Address of Delivery

e) HSN code of goods and SAC for Services

f) Description and quantity of goods/services

g) Value of goods

h) Rate and amount of tax

i) Other prescribed information Name, Address & Contact Details (Tel. no. etc.) of the Service Pr ovider

5.3 **TAX DEDUCTION AT SOURCE UNDER GST/IT ACT**: SJVN Ltd. shall be entitled to make all deduction towards taxes from the payments to be made as per govt. rules under GST/IT ACT. However, SJVN Ltd. shall give a statement in respect of such deductions to the contractor.

5.4 **As per SJVN Ltd. policy, no advance payment can be given.**

5.5 The payment shall be released through electronic fund transfer and hence you are requested t o give your bank account detail along with IFSC/RTGS code of your bank branch. **The required de tail is to be uploaded along with the bid".** Bank charges if any, shall be borne by you. The de tails to be submitted in the schedule as enclosed.

5.6 All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & S mall Enterprises) supplier/contractor under the contract shall be released within forty five (45) day s from the day of acceptance.

Day of acceptance means day of actual delivery of goods or the rendering of services; or where an y objection is made in writing by SJVN regarding acceptance of goods or services within fifteen day s from the date of delivery of goods or the rendering of services, the day on which such objection is removed by the contractor/supplier.

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

5.7 All the payments for the supplier and/or services (as applicable) rendered by non-MSEs (Non-Micro & Small Enterprises) supplier/ contractor under the contract shall be released within forty fiv e (45) days from the receipt of invoices/bills from the contractor/ supplier complete in all respects.

In case payments are not released as mentioned above, SJVN shall pay the principal amount plus si mple interest from the date immediately following the date agreed upon @ 8% p.a.

**6.0 PERIOD OF COMPLETION:** The inspection/expert visit is to be performed as per the directio n of EIC or his authorized representative from time to time during the contract period. **The Contra ct shall be for a period of 02 years from the start of Contract on GeM portal.**

The contract can be further extended for a period up to one (01) year, if required, shall be on the s ame rates, terms and conditions on mutual consent of SJVN Ltd. and Contractor.

**7.0 DEPUTATION OF ENGINEER:** The expert is (are) to be deputed as per the direction of EIC fro m time to time during the contract period. The requirement of the expert from the India or abroad shall be decided on the basis of nature of job to be carried out in the generators of NJHPS & availab ility of the expert at the time of service required. The deputation of Experts for the required service

s during the contract period shall be based on mutually agreed time schedule between SJVN and M /s Voith Hydro Pvt. Limited.

**8.0 LIQUIDATED DAMAGES**

8.1 No LD charges shall be applicable as the deputation of Experts for the required services shall b e based on mutually agreed time schedule between SJVN and M/s Voith Hydro Pvt. Limited.

**9.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT**

9.1 The Owner, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

a) If the Contractor fails to complete any part of all the work or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Owner.

b) If the Contractor fails to perform any other obligation(s) under the Contract.

c) If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influenc e the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement proc ess or the execution of a contract to the detriment of the Owner and includes collusive practice am ong Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-com petitive levels and to deprive the Owner of the benefits of free and open competition".

9.2 In the event the Owner terminates the Contract in whole or in part, the Owner may procure / g et repaired, upon such terms and in such manner as it deems appropriate, Goods or Services simil ar to those undelivered / un-repaired, and the Contractor shall be liable to the Owner for any exces s costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**10.0 TERMINATION FOR INSOLVENCY**

The Owner may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without co mpensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

## 11.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

11.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons ot her than those mentioned under clause entitled "Contractor's Default" and "Outbreak of War". The Owner shall in such an event give seven (7) days notice in writing to the Contractor of his decision to do so.

11.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the ext ent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and cont racts to the Owner, stop all further sub-contracting or purchasing activity related to the work termi nated, and assist the Owner in storage, maintenance, protection, and disposition of the works acqu ired under the contract by the Owner.

11.3 In the event of such a termination, the Contractor shall be paid equitable and reasonable compe nsation, as dictated by the circumstances prevalent at the time of termination.

## 12.0 SETTLEMENT OF DISPUTES

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and the Owner’s Engine er.

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

Save as hereinafter provided, such decision in respect of every matter so referred shall be final an d binding upon the parties until the completion of the entire work under the Contract and shall fort hwith be given effect to by the Contractor who shall comply with all such decisions, with all due dili gence, whether he or the Owner requires arbitration as hereinafter provided or not.

If after the Engineer has given written notice of his decision to the parties, no claim to arbitration h

as been communicated to him by either party within ten (10) days from the receipt of such notice, the said decision shall become final and binding on the parties.

In the event of the Engineer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as t he case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.

**13.0 ARBITRATION (WITH PVT. PARTY):**

13.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not beco me final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

13.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a fir m or a company duly registered or incorporated in India, the arbitration shall be conducted by thre e arbitrators, one each to be nominated by the contractor and the Owner and the third to be name d by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitr ator within thirty (30) days after receipt of a notice from the other party invoking the arbitration cla use, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an app ointment shall be furnished to both the parties.

13.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration & Concili ation Act, 1996 or any statutory modification thereof.

13.4 Arbitration(s) shall give reasoned award.

13.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The ex penses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators ma y, from time to time with the consent of all the parties enlarge the time for making the award. In t he event of any of the aforesaid arbitrators dying, neglecting, resigning of being unable to act for a ny reason, it will be lawful for the party concerned to nominate another arbitrator in place of the o utgoing arbitrator.

13.6 The arbitrator shall have full powers to review and/or revise any decision, opinion, directions ce rtification or valuation of the Engineer in consonance with the contract.

**14.0 ARBITRATION (WITH CPSEs): Not applicable**

**15.0 LIMITATION OF LIABILITY**

Except in cases of criminal negligence or willful misconduct,

**a)** the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

**b)** the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

**16.0 APPLICABLE LAW**

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

**17.0 NOTICES**

► Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing , or facsimile and confirmed in writing to the other party's address specified in GEM/BID.

► A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**18.0 WORKMAN COMPENSATION**: The Contractor shall be responsible for and shall pay any compensation to the workmen deployed by him , for injuries/ accidents under the workmen's compensation Act. SJVN shall not be responsible for that and also shall not entertain any claim on this account.

**19.0 SAFETY MEASURES:**

The contractor shall be responsible to ensure all safety measure for his staff during the work. In case any mishap, the contractor shall have to bear all financial liability. The SJVN shall not bear any compensation or responsibility.

I. All safety precautions shall be adopted while carrying out the maintenance work.

II. The contractor will provide all necessary testing and safety equipment to their workers/ maintenance engineers.

III. Any damage during execution of work due to carelessness on the part of maintenance staff of the contractor shall be the responsibility of contractor and be replaced/ rectified by him without any extra cost to SJVN.

**20.0 ENGINEER IN CHARGE (EIC):**

The E.I.C of this contract shall be HOD (PHEM), NJHPS, SJVN Ltd., Jhakri, Distt Kinnaur (H.P.), PIN- 172201.

**21.0 CORRESPONDENCE:**

i. All correspondence related to this work before award of the contract shall be addressed to HOD, Procurement & Contract Deptt, NJHPS, SJVN Ltd., Jhakri, Distt Shimla (H.P.), PIN- 172201. PH No. 0091-1782-275794.

ii. All the correspondences after award of the contract shall be addressed to EIC of the work.

**22.0 BILL TRACKING SYSTEM:** Prior to the submission of the bills in physical form, service provider shall submit the bills in SJVN vendor bill tracking portal available in SJVN Ltd. official website https://www.sjvn.nic.in under quick link section. Further, service provider may track the status of bills online through Vendor Bill tracking system. In order to use this system, a user manual for service provider is available under Vendor bill tracking system section. Service provider is required to enter the user ID, password and OTP (one-time password) for every log in. The user ID and password shall be obtained from the concerned department of SJVN Ltd. However, the OTP will be received to the service provider in the registered mobile number provided by service provider to the concerned department. Once the service provider has received its username and password from the concerned department, service provider shall follow the below mentioned steps :

(i) Once service provider received the user ID and password from the concerned department, the service provider can log in to vendor bill tracking system with user ID, password and OTP.

(ii) After log in, service provider shall enter the details required in the vendor portal screen and submit the invoice specifically to the concerned SJVN Ltd. official's email ID (abcd@sjvn.nic.in), after submission a unique VITMS number (Reference Number) will be generated and service provider will receive an automated unique VITMS number (Reference Number) both in its automated unique email ID and mobile number.

(iii) On receipt of the physical bill, concerned SJVN Ltd. official shall online acknowledge the receipt of the bill. All the actions taken by the concerned officials of SJVN Ltd. can be easily been tracked in the “Invoice Status Section” by service provider.

(iv) After the final payment, vendor can download the details of the payment under check forwarding details section on the invoice upload and track screen.

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2. **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 (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.**

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---**