बिड संख्या/Bid Number: GEM/2026/B/8258143

दिनांक /Dated: 12-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-12-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-12-2026 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 Buyer Email id: devender.kumar@sjvn.nic.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Repair of Eroded Hard Coated Lower Labyrinth Seals Stationary of Francis Turbine as per enclosed TS SOW DRG and QAP , Custom Bid for Services - Repair of Eroded Hard Coated Lower Labyrinth Seals Rotating of Francis Turbine as per enclosed TS SOW DRG and QAP
समान श्रेणी/Similar Category	• Repair and Overhauling Service • Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) • Repair, Maintenance and Installation of Plant/ Systems/Equipments • Repair and Overhauling Service • Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) • Repair, Maintenance and Installation of Plant/ Systems/Equipments
अनुबंध अवधि /Contract Period	5 Month(s) 1 Day(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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	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)	5593200
Payment Timelines	Payments shall be made to the Seller within **30** 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	Item 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
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	56640

Schedule 2 ईएमडी राशि/EMD Amount (In INR)	55224

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).	25

(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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c).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.

(d).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(F&A)
Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(Njhps, Sjvn Limited 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1794379361.pdf

Payment Terms:1794380768.pdf

GEM Availability Report (GAR):1794288776.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1794288784.pdf

Pre Qualification Criteria (PQC) etc if any required:1794379356.pdf

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	अनुमानित मूल्य / **Estimated Value**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	2832000	Custom Bid For Services - Repair Of Eroded Hard Coated Lower Labyrinth Seals Stationary Of Francis Turbine As Per Enclosed Ts Sow Drg And Qap	Project / Lumpsum Based

Schedule 2	2761200	Custom Bid For Services - Repair Of Eroded Hard Coated Lower Labyrinth Seals Rotating Of Francis Turbine As Per Enclosed Ts Sow Drg And Qap	Project / Lumpsum Based

Custom Bid For Services - Repair Of Eroded Hard Coated Lower Labyrinth Seals Stationary Of Francis Turbine As Per Enclosed TS SOW DRG And QAP (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repair of Eroded Hard Coated Lower Labyrinth Seals Stationary of Francis Turbine as per enclosed TS SOW DRG and QAP
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

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	Sudhir Kumar	172201,OFFICE COMPLEX NJHPS SJVN JHAKRI	Project / Lumpsum Based	N/A

Custom Bid For Services - Repair Of Eroded Hard Coated Lower Labyrinth Seals Rotating Of Francis Turbine As Per Enclosed TS SOW DRG And QAP (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repair of Eroded Hard Coated Lower Labyrinth Seals Rotating of Francis Turbine as per enclosed TS SOW DRG and QAP

विवरण/ Specification	मूल्य/ Values
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

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	Sudhir 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. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

A) INSTRUCTIONS TO BIDDERS (ITB)

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 150 Km 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 (NH -5).	:	235 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri.	:	252 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri.	:	337 Km (Approx.)

Transport Limitation

The transport limitation by road from Kalka to the Plant Site at Jhakri 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: As per PQR (Annexure-A) uploaded along with GEM Bid.

4.0 SCOPE OF WORK/PROPOSAL:

4.1 The scope of work includes the "**Repair of 06 Nos. Eroded Hard Coated Lower Labyrinth Seal Stationary (LLSS) and Repair of 06 nos. Eroded Hard Coated Lower Labyrinth Seal Rotating (LLSR) of Francis Turbine of NJHPS (6x250MW) of Francis Turbine of NJHPS, SJVN Ltd. Jhakri**"{The detailed Technical specification, Scope of Work, Drawing, approved quality assurance plan of SJVN & Welding Procedure" is as per Annexure-B enclosed}.

4.2 The scope of work includes "***Complete reclamation (Repair & Refurbishment) Lower Labyrin***

th Seals {Stationary & Rotating} of Francis Turbine of 250 MW Nathpa Jhakri Hydroelectric Power Station which includes transportation (to & fro) from site to the site of repairs (s), insurance, removal of hard coating, development of fixtures for repair of eroded Lower labyrinth Seals, welding, NDT, Machining/ Grinding on VTL, equipments, consumables, packing etc. as per Technical specification & approved quality assurance plan of SJVN" enclosed at Annexure-B.

4.3 Specific templates of the profile geometry for in process checks for rebuilding/grinding/machining.

4.4 SJVN provide its facilities as per clause no. 7.0 of the technical Specifications "**Facilities to be provided by SJVN Ltd. free of charges**".

4.5 Any other activity (ies) not mentioned above, but found necessary for rebuilding / reclamation of the Lower Labyrinth Seals shall also be carried out by the contractor as per the directions of EIC.

4.6 The test certificates of welding electrodes, welder's qualification certificates, NDT tests / records /dimensional measures, deviation etc. as per technical specifications / quality assurance plan may be reviewed during the stage inspection or during final inspection by the EIC/ representative of EIC or third-party inspection agency deputed by the EIC. These records should be bound in a folder and two copies of bound folder must be submitted to the EIC along with the final bill. The folder must contain the contractor no. and job identification no.

4.7 The insurance charges shall be reimbursed at actual against the documentary proof as per clause no. 4.2 of the technical Specifications.

4.8 To & Fro Insurance charges shall be reimbursed at actual against documentary proof maximum restricted to quoted amount in the bid.

4.9 For interstate transfer of the material under the work job, E-way bill (as per applicable rule) shall be issued by MMG Deptt., NJHPS, SJVN Ltd. Jhakri on written request from the Contractor.

4.10 No sub-contracting for complete work shall be permitted.

4.11 The bidder is advised to visit the site to see the items to be repaired for all information that may be necessary for preparing the bid and entering in to contract. The cost of visiting the site shall be at bidder's own expenses.

4.12 For co-ordination regarding inspection of the Lower Labyrinth Seals, the bidder(s) are requested to contact the followings regarding the co-ordination of site visit:-

a) Sh. Sudhir Kumar, GM(HOD), PH Mech. Maint, Phone No. 01782-292641/ Mobile no. 9418163061.

b) Sh. Vinod Kumar, Sr. Manager, PH Mech. Maint, Phone No. 01782-275834/ Mobile no. 9418452023.

c) Sh. Rahul Sarswat, Manager, PH Mech. Maint, Phone No. 01782-275834/ Mobile no. 9805401287.

5.0 QUALITY ASSURANCE PROGRAMME: As per the relevant standards and approved QAP enclosed at Annexure-B.

6.0 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 o

f the bidding process.

7.0 The Bidder is expected to examine all instruction, forms, terms, specifications, and other informati on in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will b e at the Bidder's risk and may result in rejection of its bid.

8.0 AMENDMENT OF BIDDING DOCUMENTS

8.1 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.

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

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

9.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents related to the bid exchang ed by the Bidder and the Owner shall be written in English language. Any printed literature furnish ed by the bidder may also be written in English language.

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

10.1 The bidder shall furnish, bid security/earnest money as part of bid amounting to **₹ 1,11,864/-**(**Ru pees One Lakh Eleven Thousands Eight Hundred Sixty-Four Onl**y) **as per item/schedule wise detail as below**:

Sr. N o.	**Item/Schedule Detail**	**EMD Detail**
1	For Repair of 06 Nos. Eroded Hard Coated Lower Labyrinth Seal Stationary (LLSS):	56640
2	For Repair of 06 nos. Eroded Hard Coated Lower Labyrinth Seal Rotating (LLSR):	55224

10.2 **The bidder must also submit Bid Security Declaration along with their bid as per form at specified in Annexure-C enclosed**

10.3 **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 Mon ey Deposit/Bid Security. Traders are excluded from the purview of this Policy . **If the MSE/NSIC/St artup India certificate does not contain the item(s)/Services) as listed in our NIQ/NIT/Bid**

and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD and th e same should reach within ten (10) days from the date of SJVN's clarification sought th rough GeM, otherwise the bid shall be considered as non-responsive and price bid of su ch firms shall not be opened.

Remarks: The exemption of the submission of the EMD shall be given to the MSE &start -up firm only after verification of their MSE registration on MSME Databank {i.e. on web site udyamregistration.gov.in}& DPIIT website[*https//:dpiit.gov.in*].

10.4 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 IFS C 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 res ponsible for the same.

10.5 The Bid Security/EMD through electronic fund transfer is to be credited in SJVN account before bi d closing date as specified in the bidding document. The bidder shall also upload the supporting do cuments of EMD with transaction ref. no. along with their bid.

10.6 EMD /Bid security can also be submitted through FDR/TDR/BG [as per SJVN standard format/ as per GeM standard format].

10.7 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TD R {Pledged in favour of the NJHPS, SJVN Ltd. Jhakri}** or BG {**As per SJVN Format (Annexu re-K) /GeM Standard Format(if any**)} is also acceptable. **In case the EMD/Bid Security is su bmitted in the form of a Bank Guarantee, while issuing the physical Bank Guarantee, th e Supplier's/Contractor's bank shall also send an electronic confirmation via the SFMS t o the Employer's/Buyer's beneficiary bank, as per the details provided in ITB Clause 10. 0(10.4).** The FDR/TDR/BG in original/physical form should reach preferably on or before bid closing date at the address given below:

Head of Department

(Procurement & Contract Department),

NJHPS, SJVN Ltd. Jhakri,

Distt. Shimla (H.P.)-172201

Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not b e considered, **otherwise SJVN reserve the right to ask for EMD in the above format and the sam e should reached to SJVN in original within 10 days from the date of notification by SJVN.**

10.8 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 security/ Exemption certificate is not found valid for 45 days beyond the original bid validity period and any extension subsequently requested, SJVN may ask the bidder to extend the validity of the Bid security/ Exemption certificate for a period up to 45 days beyond the original validity period or else submit the EMD/ Bid security. Such EMD/ bid security shall submit as per clause no. 10.4 & 10.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

10.9 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period or after the opening of price bid whichever is earlier.

10.10 The bid security of the successful bidder will be returned when the bidder has furnished the required performance security.

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

10.12 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) if the Bidder does not withdraw any deviations listed in Bid;

(c) 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.

11.0 DEVIATIONS:

No deviation(s) from the stipulated Terms and Conditions shall be permitted, and any bid containing such deviation(s) shall be liable to rejection. However, bidder(s) may submit representation(s) seeking amendment(s) to the Terms and Conditions before the opening of the bid. Any such amendment shall be considered at the sole discretion of SJVN, taking into account the nature of the proposed amendment and the specific requirements of the work/material.

12.0 PRICE ADJUSTMENT DATA

Not applicable being "**FIRM**" Price Contract

13.0 BID PRICES

13.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire Scope of Work 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**.**

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

13.3 Bidders shall give the required details and breakup of their prices as per specified Format uploaded on GEM Portal.

13.4 The Prices quoted by the Bidder shall be **FIRM** during the performance of the contract and not s

ubject to variation on any account. A bid submitted with an adjustable price quotation will be treat ed as non-responsive and rejected.

14.0 BID CURRENCIES: Bidders shall quote all prices in Indian Rupees only.

15.0 SUBMISSION OF BIDS

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

A. Price Bid Part: - The price bid shall be submitted through GeM. The price is to be quoted inclusive of GST as applicable.

Note:

i. ***FIRM prices for FOR, Jhakri (HP, INDIA) basis are to be q uoted inclusive of charges towards To & Fro Transportation Charges, Insu rance Charges & GST***.

ii. GST shall be applicable as per GST rules, thus GST has t o be quoted accordingly by the bidders in the bid.

iii. Any other deduction like TDS etc. as applicable under th is contract as per the Govt. laws shall be made from the payment of the c ontractor and statement for the same shall be provided by SJVN for the s ame.

iv. The taxes & duties shall be paid as per applicable rate at the time of execution of the works/services. Any increase in taxes & dutie s /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introducti on of new taxes & duties/ levy by the Govt. is made with in schedule of w ork completion period as per LOA, otherwise same shall be paid by the bi dders. Accordingly, the taxes & duties shall be quoted by the bidders.

v. All participating bidders will submit the details of price break up of the total quoted price with GST on the GeM portal along with their price bid /financial bid. if any discrepancy is found in the submitted Price breakup [i.e. Price Schedule/Price Break Up (Annexure-I)] and price quoted/filled online on GeM Portal shall be considered as correct price an d submitted quoted price breakup (i.e. Price Schedule/Price Breakup Up S chedule) shall be adjusted/corrected accordingly in the Price schedule/Pri ce Break Up schedule (Annexure-I). Format of Price schedule/Price Break Up Schedule Annexure-I is enclosed. The submitted price breakup shall be the Integral part of the contract and payments shall be regulated as per t he approved price Break up.

vi. No material/information relating to price bid shall be sub mitted along with the Techno-Commercial Bid. Submission of any price-re lated information in the Techno-Commercial Bid shall render the bid liable for rejection in accordance with GeM GTC Clause 3.0 (xvii).

B. Techno-commercial bid part which consists of followings:

(i) Documents in support of bidder(s)'s experience as per pre-qualifying requirement (PQR){Annexure-A} along with the details of Contract/Work

executed in the past by the bidder and undertaking as per format {Annexure-A(1)} enclosed along with PQR.

(ii) Copy of GST Registration No.

(iii) Copy of PAN No.

(iv) Earnest Money Deposit /FDR/TDR/BG/Copy of the MSE/NSIC/Start Up Certificate/copy of supporting document for EMD Exemption as per clause no. 10.0.

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

(vi) Pre-Contract Integrity Pact as per clause no. 22.0 (Annexure-D).

(vii) Self-certification/declaration, certifying that the items/services offered meets the Local Content as per clause no. 23.0 below {Format enclosed at as per Annexure-E}.

(viii) Undertaking regarding Land Border Sharing as per clause no. 24.0 below (as per Annexure-F enclosed).

(ix) TReDS Registration Details or else undertaking (Annexure-G) as per Sr. no. 25.0 below{Applicable only to MSE Bidders}.

(x) Bank details duly authenticated by bank/ copy of cancelled cheque {For the purpose of only vendor codification in SAP system}.

Note: Bidders are requested to upload clear, legible, and readable copies of all required documents listed above along with their bid, to avoid the delay on account of clarification after opening of the tender.

- **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.) – 172 201.**
- **The Price Part will be opened electronically at same place only for those bidders whose techno-commercial 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 instructions stipulated above.**
- **All the bidders are requested to go through the Annexure-I (i.e. Break-up of Quoted Price) before quoting their price (inclusive of GST) on GEM Portal.**

16.0 BID OPENING AND EVALUATION

- The Owner will open all bids electronically through GeM portal. In the event of the specified date for the opening of bids being declared a holiday/Network problem for the Owner, the bids will be opened at the appointed time on the next working day.

- **Bids will be evaluated on item/schedule rate basis. No price preference shall be given to any bidder in the price bid evaluation**.
- The bidder (s) have to quote prices inclusive of GST on GeM portal**.**

17.0 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 substance of the bid shall be sought, offered or permitted.

18.0 INFLUENCING THE OWNER

- No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.
- **Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.**

19.0 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 lowest evaluated bid, further provided that the bidder is determined to be qualified to perform the contract satisfactorily.
- Bidder would be required to comply with all other requirement of the Bidding Documents.

20.0 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 reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

21.0 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. 22.0 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 th

at 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.

22.0 ADOPTION OF INTEGRITY PACT [AS PER ANNEXURE–D ENCLOSED]:

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact 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-D**) is a basic qualifying requirement. If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture. In case of sub-contracting, the principal contractor shall be solely responsible 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 Agarwal, IPS (Retd.), Independent External Monitor,

   House No. 762, Sector-17,

   Faridabad (HR)-171002.

   Email: agarwal.prashanta@gmail.com.

3. Sh. Sanjay Kumar Srivastva, IAS(Retd.), Independent External Monitor,

   C-2 Flat No. 2475,

   Vasant Kunj, Opposite DPS School, Vasant Kunj New Delhi-110070.

   Email: srivastva.sk001@gmail.com.

All pages of the Integrity pact to be signed between SJVN Ltd. and the bidders / contractors on plain papers at the time of submission of bid as per the approved format. The Integrity Pact shall be duly signed on behalf of the employer (SJVN Ltd.) is given in forms & procedure of these bid documents. Signed copy of the Integrity Pact is to be included in the bid document while issuing Tender Document / uploading the tender documents on the Portals. The integrity pact shall be downloaded, printed and signed by bidder on each page. The scanned copy of duly signed Integrity Pact shal

l be uploaded by the bidder 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 application / bid.

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

23.0 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 & MOP order 28/07/2020 in respect of Hydro Power Sector and DPIIT order ref.no.P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19/07/2024.

23.1 **Only Class 1 local supplier/contractor shall be eligible to bid in this tender[Reserved for class-1 local suppliers/contractors only].**

23.2 **Local Supplier Categories:** Class-I Local Supplier- Minimum Local Content = 60%.

Definition of Local content: 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding 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.

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

1. Country of origin of Material/ Equipment/Services/Works
2. The bidder will submit the percentage (%) of local content along with Self-certification regarding Local Content in line with PPP-MII order, if applicable to be submitted on company letterhead by authorized person {**As per format Annexure-E enclosed**}.

23.4 In line with the revised PPP-MII order 2017 dated 16/09/2020, the bidder shall submit the self-certification, certifying that the item offered meets the Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on company letter head by the authorized person..

Self-declarations/ auditor's/ account's certificates submitted by the manufacturer/ supplier 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 against such manufacturer/supplier will be taken based on the recommendation of the Committee

24.0 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 Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020 and various amendment/clarification issued in this regard. The bidders for the purpose of compliance and its procedure for registration from Competent Authority etc. The bidder has to submit the undertaking as per **Annexure-F** regarding compliance of above-mentioned order. In case the undertaking given by the bidder whose tender has been accepted by the Employer is found false at the later stage, this would be a ground for immediate termination and further legal action shall be taken in accordance with law.

25.0 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 **(as per format enclosed at Annexure-G)** 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.

26.0 SIGNING OF THE CONTRACT AGREEMENT (Format Annexure-H 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 (03 Nos) of ₹ 100/- each along with Six (06 Nos) 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***.

27.0 SUBMISSION OF DOCUMENTS BY POST:

The following documents in hard copy/original form sealed in envelop super scribed as " **Repair of 06 Nos. Eroded Hard Coated Lower Labyrinth Seal Stationary (LLSS) and Repair of 06 nos. Eroded Hard Coated Lower Labyrinth Seal Rotating (LLSR) of Francis Turbine of NJHPS (6x250MW) of Francis Turbine of NJHPS, SJVN Ltd. Jhakri{Package (W)-**

365(O&M)/2026} are to be sent through post:-

(i) Earnest Money Deposit (In original) if EMD is submitted in the form of FDR/TDR/BG as per **clause no. 10.0**

► These scanned copies of above documents should be uploaded on GEM Portal and is to be reac h 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.

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

*****

B) 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 attachmen ts and appendices thereto and all documents incorporated by reference therein.

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

(c) **"The Services"** means all those services necessary for Completion of Contract for "**Lo wer Labyrinth Seals"** 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 carrying out the services for "**Lower L abyrinth Seals"** under this Contract.

(f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of v alue to influence the action of a public official in the procurement process or in contract ex ecution.

(g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procure ment process or the execution of a contract to the detriment of the Owner and includes coll usive practice among Bidders (prior to or after Bid submission) designed to establish bid pr ices 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/GEM Contract,** the successful Bidder shall furnish to the Owner, an uncon ditional performance security for **five percent (5 %)** of the Contract Price inclusive of GST, with va lidity up to **60 days** after the expiry of warranty period/defect liability period **(Refer clause 5.0).**

2.2 The proceeds of the performance security shall be payable to the Owner as compensation for a ny loss resulting from the Contractor's failure to complete its obligations under the Contract.

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 at Annexure-J 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 S JVN Ltd.) or Online Bank Transfer in SJVN Bank (As per bank account detail mentioned in ITB, Sr. No . 10.4 above). **In case the Contract Performance Guarantee (CPG) is submitted in the for m of a Bank Guarantee, while issuing the physical Bank Guarantee, the Supplier's/Contr actor's bank shall also send an electronic confirmation via the SFMS to the Employer's/ Buyer's beneficiary bank, as per the details provided in ITB Clause 10.0(10.4).**

2.4 The performance security will be discharged by the Owner and returned to the Contractor not l ater than sixty (60) days after expiry of warranty period of all the material /works under the scope o f the contract.

2.5 **In case any delay in the submission of CPG, Interest shall be charged on per day bas is 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 Performanc e Security.

2.7 No price preference shall be given to SSI/NSIC registered firms.

2.8 In case contract is extended without extra financial implications, then original contract perform ance securities also extended accordingly.

2.9 In case of contracts where supplementary agreement is drawn/ contract is extended with finan cial implications, the fresh performance guarantee/ security shall be obtained from the contractor @ 5 % of the amount of the supplementary agreement. The CPG received against original work shal l be released as per contract conditions.

3.0 PACKING:

The contractor shall provide such packing to the goods as is required to prevent damage or deterio ration during transit to their final destination.

4.0 INSURANCE & INDEMNITY BOND:

4.1 The material/goods to be repaired under the scope of work shall be insured for all risks by the c ontractor till it is delivered back at O&M, store, NJHPS Jhakri after the repair work**.**

4.2 The Lower Labyrinth Seals (Stationary &/or Rotating) from the NJHPS, Jhakri shall be handed ov er to the contractor by the representative of SJVN/EIC after contractor furnishes the insurance and notarized indemnity bond (**in SJVN Format as per Annexure-L enclosed**) to EIC for the amount mentioned below:

Sr. No	Item/Schedule Description	Qty. (Nos.)	Value of components for Insurance (INR) (Per Unit)	Indemnity Value (Rs.) (Per Unit)
1	Lower Labyrinth Seal (Stationary)	1	Rs. 26,48,000/-	Rs. 26,48,000/-
2	Lower Labyrinth Seal (Rotating)	1	Rs. 17,88,607/-	Rs. 17,88,607/-

Note: ***The insurance and indemnity bond above are for one Lower Labyrinth Seal (Statio nary &/or Rotating). The total amount of insurance and indemnity bond shall be the mul tiple of the order quantity.***

4.3 The amount of insurance of Lower Labyrinth Seals (Stationary &/or Rotating) has been mentioned above (during transportation from Jhakri to contractor's works), however the amount of awarded value for "**Repair of 06 Nos. Eroded Hard Coated Lower Labyrinth Seal Stationary (LLSS) and/or Repair of 06 nos. Eroded Hard Coated Lower Labyrinth Seal Rotating (LLSR) of Francis Turbine of NJHPS (6x250MW) of Francis Turbine of NJHPS, SJVN Ltd. Jhakri"** shall be added in above value for the insurance during transportation of the material from contractor's works to NJHPS Jhakri.

4.4 The insurance cover shall also be including the services such as transportation, handling, loading, unloading and storage from the period of handing over of the material to the contractor at NJHPS Jhakri and till components are delivered back at NJHPS, SJVN Ltd., Jhakri shall be the sole beneficiary of the insurance. Insurance policy and Notarized indemnity bond is to be submitted prior to taking the delivery of the Components.

4.5 The indemnity bond should be as per SJVN standard format and should be valid for period of 30 days after the wok completion period.

4.6 The components from the NJHPS Jhakri shall be handed over to the contractor after furnishing the indemnity bond (in SJVN Format as per Annexure-L enclosed), Insurance & CPG to EIC and Signing of Contract Agreement. The EIC to ensure the same.

4.7 The insurance charges shall be reimbursed at actual against the documentary proof.

5.0 WARRANTY:

5.1 The complete material under the scope of work will be under warranty in the normal working condition with allowable wear and tear excluding erosion due to high silt load for one full working season maximum of 12 months from the date of installation or 18 months from the date of delivery of material at Jhakri after completion of work, whichever occurs first. In case of any problem within the warranty period due to poor quality of material, poor workmanship, wrong machining, mechanical dimensions etc. the same will be rectified free of cost at SJVN project site or at your works, as necessary during the stipulated period in the contract or on the direction of EIC/SJVN. **Copy/scanned copy of Warranty certificate issued on letter head of contractor to be sent by post/through authorized e-mail of supplier as per LOA/GEM Contract provision**.

6.0 FORCE MAJEURE

6.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to complete the work/services within time specified for all or any part of the equipment due to the act of God, war declared or undeclared, acts of public enemy, riots, civil commotion, invasion, insurrection, sabotage, acts of restraint of Government, federal, state or municipal action or regulation, fire, fl

ood, hurricanes, accidents, epidemic, quarantine, restrictions, or any failure on the part of the Own er or his representative to approve or comments on drawings or other causes, contingencies or circ umstances not subject to their control, whether of a similar or dissimilar nature which prevents the Contractor from completion of work. Any such cause or delays even though not existing on the dat e 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 normal work even though such case may occur after performance of firm's obligation has been del ayed for the other causes.

6.2 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 Contr actor shall continue to perform its obligations under the Contract as far as is reasonably practical, a nd shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.0 PAYMENT TERMS

7.1 Hundred (100%) percent prorata payment for each lot of "**Repaired Lower Labyrinth Seals (LLSS and/or LLSR) of Francis Turbine** " **including taxes and duties** will be made within 30 d ays after completion of work and on submission of following documents to EIC for verification of s ame: -

(i) Bills in triplicate.

(ii) Copy of Un-conditional acceptance of Letter of Award along with Signed copy of agreeme nt with 1st running bill only.

(iii) Copy of the Contract Performance Security as per clause 2.0 above.

(iv) Copy/scanned copy of warranty certificate as per clause no. 5.0 above issued on letter he ad of contractor to be sent by post/through authorized e-mail of supplier/contractor.

(v) Copy of PAN Card & GST No.

(vi) Inspection & Tests reports/records/documents as per Technical Specifications (enclosed a t Annexure-B).

(vii) E-way bill (as per applicable rule).

(viii) Documentary proof for Insurance charges

(ix) Work completion certificate issued by the EIC .

(x) Inspection & test report issued by the EIC or authorized representative.

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

7.3 In order to comply with necessary formalities under GST while making payments, computation tax, invoicing, filling of returns etc. under Notification No 10/2017, Chapter VI,46 tax invoice' invoic e 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

7.4 **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.

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

7.6 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 det ails to be submitted in the schedule as enclosed.

7.7 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) days 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 co mpound interest with monthly rests from the date immediately following the date agreed upon @ t hree times of bank rates as notified by Reserve Bank of India time to time.

7.8 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-five (45) days from the receipt of invoices/bills from the contractor/ supplier complete in all respect s.

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.

8.0 WORK COMPLETION

8.1 The time is the essence of the contract. The completion period of the work shall be reckoned fr om the date of placement of order till handing over of the material back at O&M store, NJHPS, SJVN Ltd. Jhakri as under:

(i) <u>For Lower Labyrinth Seal Stationary (LLSS):</u>

Sr. N o.	**Description**	**Completion period in No. of days from th e date of issue of LOA/GEM Contract provi sion.**
1.	1st Lot {03 Nos. Lower Labyri nth Seal (Stationary)}	75 Days
2.	2nd Lot {Next 03 Nos. Lower Labyrinth Seal (Stationary)}	75 days + 75 days = 150 days.

(ii) <u>For Lower Labyrinth Seal Rotating (LLSR):</u>

Sr. N o.	**Description**	**Completion period in No. of days from th e date of issue of LOA/GEM Contract provi sion.**
1.	1st Lot {03 Nos. Lower Labyri nth Seal (Rotating)}	75 Days
2.	2nd Lot {Next 03 Nos. Lower Labyrinth Seal (Rotating)}	75 days + 75 days = 150 days.

9.0 LIQUIDATED DAMAGES

9.1 If the contractor fails to complete the work within the period(s) specified in the Contract, the O wner shall, without prejudice to its other remedies under the Contract, deduct from the Contract Pri ce, as LD Charges, as specified here in below,

9.2 The Liquidated Damages charges for delay in completion of work beyond the maximum work c ompletion schedule as stipulated at clause **8.0(8.1)** above shall be @ 1/2% (Half Percent) per wee k or part thereof **separately for each lot of Lower Labyrinth Seals.** The total amount of Liquid ated Damages charges for delay under the Contract will be subject to a maximum of ten percent (1 0%) of the **Contract price of each lot of Lower Labyrinth Seals respectively.**

9.3 Amount of Liquidated Damages Charges shall be payable by the Supplier whenever demanded by the Owner and / or Owner can recover the amount of Liquidated Damages (to the extent leviable at any time) from the amount payable to the Supplier available with Owner under this Con tract.

9.4 Contractor’s obligations and the Owner’s remedies in respect of delay are solely and exclusivel y as stated in this Penalty clause subject to provisions of Clause **10.0** and consequence thereof.

10.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

10.1 The Owner, without prejudice to any other remedy for breach of Contract, by written notice of d efault 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 proce ss or the execution of a contract to the detriment of the Owner and includes collusive practice amo ng Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-compe titive levels and to deprive the Owner of the benefits of free and open competition".

10.2 In the event the Owner terminates the Contract in whole or in part, the Owner may procure / get repaired, upon such terms and in such manner as it deems appropriate, Goods or Services similar t o those undelivered / un-repaired, and the Contractor shall be liable to the Owner for any excess co sts for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

11.0 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.

12.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

12.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons oth er 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.

12.2 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 contr acts to the Owner, stop all further sub-contracting or purchasing activity related to the work termin ated, and assist the Owner in storage, maintenance, protection, and disposition of the works acquir ed under the contract by the Owner.

12.3 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.

13.0 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 of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who within a peri od of ten (10) days after being requested by either party to do so, shall give written notice of his d ecision 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 forth with be given effect to by the Contractor who shall comply with all such decisions, with all due dilig ence, 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 d ecision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as the case may be, either party may require, by written notice to the other party, that the matters in dis pute be referred to arbitration as hereinafter provided.

14.0 ARBITRATION (WITH PVT. PARTY):

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

14.2 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.

14.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration & Concilia tion Act, 1996 or any statutory modification thereof.

14.4 Arbitration(s) shall give reasoned award.

14.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning of being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

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

15.0 ARBITRATION (WITH CPSEs):

15.1 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) / Port Authorities 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. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8th December, 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

16.0 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.

17.0 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.**

18.0 NOTICES

► Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable telex, 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.

19.0 ENGINEER IN CHARGE (EIC):

The EIC of this contract shall be HOD (P/H Mech. Maintc.), NJHPS, SJVN Ltd., Jhakri, Distt Shimla (H.P.), PIN- 172001.

20.0 CONSIGNEE

The Goods under this Contract shall be dispatched to the Consignee at the following address: -

HOD, (MMG Deptt.)

Nathpa Jhakri Hydro Power Station,

SJVN Ltd., Jhakri, Distt. Shimla, (HP)

Pin-172201 (INDIA)

E-mail: mmg.njhps@sjvn.nic.in.

21.0 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 s

ubmit 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 i n its automated unique email ID and mobile number.

(iii) On receipt of the physical bill, concerned SJVN Ltd. official shall online acknowledge the rec eipt 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 forw arding details section on the invoice upload and track screen.

*****

.

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 (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---