

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Sjvn Limited
संगठन का नाम/Organisation Name	Sjvn Limited
कार्यालय का नाम/Office Name	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: deepanjali.bisht@sjvn.nic.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Servicing and Calibration of Continuous Online Gas Purity Analyzer Industrial Type installed at Old Hard Coating Plant NJHPS Jhakri
समान श्रेणी/Similar Category	• Calibration Services • Testing Service for On-Board /Commissioned Equipment/ Instrument related to Plant
अनुबंध अवधि /Contract Period	1 Month(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 *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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड 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)	94400
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. 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 :

Format for backup of the contract price to be uploaded along with PRICE BID Only - [1784879411.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1784802882.pdf](#)

GEM Availability Report (GAR):[1784802894.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please

download standard format document and upload:[1784802912.pdf](#)

Instruction To Bidder:[1784965470.pdf](#)

Payment Terms:[1784965489.pdf](#)

Custom Bid For Services - Servicing And Calibration Of Continuous Online Gas Purity Analyzer Industrial Type Installed At Old Hard Coating Plant NJHPS Jhakri (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Servicing and Calibration of Continuous Online Gas Purity Analyzer Industrial Type installed at Old Hard Coating Plant NJHPS Jhakri
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	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

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

(A) Instructions to Bidders (ITB):-

1.0 General Instructions

The SJVN Limited, hereinafter called "SJVN Ltd." / "Owner" is a Joint Venture of Govt. of India and Govt. of Himachal Pradesh having its registered office at Corporate Head Quarters, SJVN Ltd. Shakti Sadan, Shanan, Shimla, Himachal Pradesh Pin No.-171006, have their Nathpa Jhakri Hydroelectric Power Plant with a capacity of 6x250 MW at Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh, India.

2.0 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.

3.0 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. Shimla, the capital of the State of Himachal Pradesh is enroute about 150Km South-West from Jhakri. The distance by road from Jhakri to Nathpa upstream is about 45 Km (Approx.).

The rail head (broad gauge) is at Kalka (NR). Kalka is about 285 Km (Approx.) from Nathpa.

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- 05).	:	235 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur - Jhakri.	:	257 Km (Approx.)

(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri.	:	342 Km (Approx.)
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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.

4.0 Minimum Qualifying Requirement:-

The bidder must be a Manufacturer {i.e **M/s Analyser Instrument Co. Pvt. Ltd.** } or their authorized dealer(s).

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

- (a) Copy of Authorization Certificate from **M/s Analyser Instrument Co. Pvt. Ltd.**, if the bid is submitted by their authorized dealer(s).

Remarks:- OEM[i.e M/s Analyser Instrument Co. Pvt. Ltd.] or any authorized dealer (s) of OEM can participate in the tender, However in case where the 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.

5.0 Scope of Proposal

5.1 The scope of work includes “**Servicing and Calibration of continuous online gas purity analyzer (industrial type) at Hard Coating Plant of NJHPS Jhakri**” detailed as per Scope of work uploaded along with the bid and same shall be integral part of the contract.

5.2 The detailed BOQ of the bid are as under:-

Sr. no	Item Description	Total number of Visit
1	Servicing and Calibration of continuous online gas purity analyzer (industrial type) at Hard Coating Plant	One (1) [i.e. 2-man days]

- 5.3** Servicing and Calibration shall be carried out in one visit (i.e. 2-man days).
- 5.4** After servicing and calibration of Online Purity Gas Analyzer System, the installed systems shall be functionally restored for normal operation
- 5.5** After servicing and calibration of Online Purity Gas Analyzer System, servicing and calibration reports shall be submitted by the contractor.
- 5.6** Arrangement/transportation of equipment to be used for servicing and calibration of Online Purity Gas Analyzer System shall be in the scope of the contractor.
- 5.7** Service Engineer shall use required PPEs and the same shall be in the scope of the contractor.
- 5.8** Travel charges (to and fro) are included in the scope of the Contractor.
- 5.9** Boarding and Loading shall be provided by SJVN on chargeable basis.
- 6.0 Bid Security / Earnest Money deposit (EMD):- NIL**
- 6.1 The bidder must also submit Bid Security Declaration along with their bid as per form at specified in Annexure-B enclosed.**
- 7.0 Bid Prices**
- ▶ Unless otherwise specified in the scope of work, 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.

8.0 Bid Currencies

Bidders shall quote all prices in Indian Rupees only.

9.0 Bid Submission: The bid is called under two part system as under:-

A. Price Bid Part

- a. **Bidder shall be required to quote their prices for entire scope of work as per scope of work, additional terms & condition uploaded along with the bid FIRM prices for FOR, Jhakri (HP, INDIA) basis is to be quoted inclusive of To & fro charges and including GST.**
- b. **GST shall be applicable as per GST rules, thus GST has to be quoted accordingly by the bidder in the bid.**
- c. 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
- d. The taxes & duties shall be paid as per applicable rate at the time of execution of the contract. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall all be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made within contract period as per LOA/GeM Contract, 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) Authorization Certificate from Manufacturer {i.e **M/s Analyser Instrument Co. Pvt.**

Ltd.} if the bid is submitted by their authorized dealer(s) as per ATC(ITB) clause sr. no 4.0 above.

- (ii) Copy of GST Registration No. as per applicable under GST Act.
- (iii) Copy of PAN No.
- (iv) Bid Security Declaration form as per Annexure-B enclosed.
- (v) Undertaking annexure-C and acceptance copy of annexure-F as per clause No . **10.0 below.**
- (vi) Undertaking/Land border sharing **annexure-D** as per clause No. **11.0 below.**
- (vii) TReDs registration details or undertaking as per clause ref. no **12.0 below (applicable only for MSE vendors).**
- (viii) Undertaking as per **annexure-E.**
- (ix) Acceptance copy of SJVN bid's Scope of work **as per Annexure-A.**

- ▶ SJVN reserves the right to ask additional information if necessary after opening of the bid.
- ▶ The supply order for the same items/ copy of previous orders for similar items is to be submitted / uploaded for the price justification.
- ▶ The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.

10.0 Corrupt or Fraudulent Practices

- A. 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 submit the undertaking as per annexure-C.** 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.

Remarks:- Guidelines on Banning of Business Dealings are as per Annexure-F enclosed . Bidders are required to submit a duly signed and stamped acceptance copy of Annexure-F.

11.0 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 amendments/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- D** 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.

12.0 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 a

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 failing which contract shall not be awarded.

13.0 SIGNING OF THE CONTRACT AGREEMENT (Format Annexure-G enclosed)

- I. The Contract Agreement shall be signed only after submission of required CPG/PSD (if any) 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 (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) within 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.

14.0 BILL TRACKING SYSTEM:

Prior to the submission of the bills in physical form, supplier shall submit the bills in SJVN vendor bi

Bill tracking portal available in SJVN official website <https://www.sjvn.nic.in> under quick link section. Further, supplier may track the status of bills online through Vendor Bill tracking system. In order to use this system, a user manual for supplier is available under Vendor bill tracking system section. Supplier 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 supplier in the registered mobile number provided by supplier to the concerned department. Once the supplier has received its username and password from the concerned department, supplier shall follow the below mentioned steps:

- Once supplier received the user ID and password from the concerned department, the supplier can log in to vendor bill tracking system with the user ID, password and OTP.
- After Log in, supplier shall enter the details required in the vendor portal screen, and submit the invoice specifically to the concerned SJVN official's email ID (abcd@sjvn.nic.in), after submission a unique VITMS number (Reference Number) will be generated and supplier will receive an automated unique VITMS number (Reference Number) both in its registered email ID and mobile number.
- On receipt of the physical bill, concerned SJVN official shall online acknowledge the receipt of the bill. All the actions taken by the concerned officials of SJVN can be easily been tracked in the "Invoice Status Section" by supplier.
- After the final payment, vendor can download the details of the payment under check forwarding details section on the Invoice upload and track screen.

(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 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 the completion of the work, including testing 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/carrying out the work 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: NA

3.0 FORCE MAJEURE

3.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to make shipment to Jhakri site within schedule time for all or any part of the item 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, flood, hurricanes, 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 circumstances 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 date of the contract on or the date of start of reclaiming shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of normal reclamation work even though such case may occur after performance of firm's obligation has been delayed for the other causes.

3.2 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 Contractor 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 prevented by the Force Majeure event.

4.0 PAYMENT TERMS

4.1 The 100% payment along with taxes and duties shall be made within 10 days after satisfactory completion of complete scope of work and on submission of following documents to EIC for verification and release of payment.

- (i) Invoices in triplicate.
- (ii) Copy of unconditional acceptance of letter of Award/work order along with the copy of agreement
- (iii) Copy of GST No. & PAN No
- (iv) Work completion certificate issued by EIC for completion of entire scope of work under the contract.

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

4.3 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' 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) Name 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 Provider

4.4 TAX DEDUCTION AT SOURCE UNDER GST/IT Act: SJVN shall be entitled to make all deduction towards taxes from the payments to be made to the contractor as may be mandatory as per rules under GST/IT Act. However SJVN shall give a statement in respect of such deductions to the contractor.

4.5 All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & Small 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 any objection is made in writing by SJVN regarding acceptance of goods or services within fifteen days from the date of delivery of goods or the rendering of services, the day on which such objection

n is removed by the contractor/supplier.

In case payments are not released as mentioned above, SJVN shall pay the principal amount plus compound 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.

4.6 All the payments for the supplier and/ or service (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 respects.

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

5.0 Completion Schedule: The basic consideration and the essence of the Contract shall be the strict adherence to the Completion Schedule. The maximum completion period for the entire scope of Contract as per scope of work is to be completed **within 30 days** from the **service start date**. The service start date will commence seven (7) days after the date of issue of GeM Contract.

6.0 L. D. Charges: If the contractor fails to complete the entire scope of work within the work completion schedule specified in the contract, then liquidated damages charges @ 1/2% per week or part thereof subject maximum to 10% shall be levied on contract price.

7.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

7.1 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.

7.2 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 to those undelivered / un-repaired, and the Contractor shall be liable to the Owner for an

y excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

8.0 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 compensation 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.

9.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

9.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default" 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.

9.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in storage, maintenance, protection, and disposition of the works acquired under the contract by the Owner.

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

10.0 SETTLEMENT OF DISPUTES

10.1 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 Engineer.

10.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the 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 period of ten (10) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

- 10.3** Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 10.4** If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has 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.
- 10.5** 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 the 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.

11.0 ARBITRATION (With Pvt. Party)

- 11.1** All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 11.2** In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, 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 appointment shall be furnished to both the parties.
- 11.3** The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.
- 11.4** Arbitration(s) shall give reasoned award.
- 11.5** 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 or 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.

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

12.0 ARBITRATION (WITH CPSEs): Not Applicable

13.0 APPLICABLE LAW:

- 13.1** The Contract shall be governed by and interpreted in accordance with the laws in force in India.
- a. The courts of Shimla /Rampur Bushahr shall have exclusive jurisdiction in all matters arising under the Contract.

14.0 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 NIT/NIQ.
- ▶ A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 15.0 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.

16.0 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.

im without any extra cost to SJVN.

17.0 ENGINEER IN CHARGE (EIC):

EIC of this contract shall be HOD(HCF) NJHPS, SJVN Ltd., Jhakri, Rampur Bsr, Distt. Shimla, Himachal Pradesh-172201. All the correspondences after award of the contract shall be addressed to EIC.

18.0 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.
- ii. All the correspondences after award of the contract shall be addressed to EIC of the work.

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई 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---