

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	15-05-2026 14:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	15-05-2026 14:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Power
<b>विभाग का नाम/Department Name</b>	Sjvn Limited
<b>संगठन का नाम/Organisation Name</b>	Sjvn Limited
<b>कार्यालय का नाम/Office Name</b>	Njhps Sjvn Jhakri Hp 172201
<b>कुल मात्रा/Total Quantity</b>	3000
<b>वस्तु श्रेणी /Item Category</b>	16 Core 0.75 Sq. Mm Flexible Shielded Copper Control Cable , 12 Core 0.75 Sq. Mm Flexible Shielded Copper Control Cable , 4 Core 1 Sq. Mm Flexible Shielded Copper Control Cable
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	4 Core Flexible Shielded Copper Control Cable
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Flexible Conductor (V2) ISI Marked To IS 694, XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), PVC Insulated Copper Cable Multi Core Circular Sheathed with Flexible Conductor ISI Marked To IS 694, PVC Insulated Copper Cord Single Core and Multi Core Circular Sheathed with Flexible Conductor (V2) ISI Marked To IS 694, PVC Insulated Unsheathed Cable with Flexible Conductor ISI Marked To IS 694, PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Rigid Conductor (V2) ISI Marked To IS 694, Elastomer Insulated, Unkinkable Flexible Cords (Workshop Type) Marked To IS 9968 (Part 1), Radio Frequency CO - Axial Cable Flexible, Type R 50 - 7 - A04 as per IS 11967 (Part 1 / Set 4), PVC Insulated (Heavy Duty) Electric Cables Marked To IS 1554 (Part 1) (V2), Flat Cable, Copper Conductor with PVC Insulation and Sheathed ISI Marked To IS 694

<b>बिड विवरण/Bid Details</b>	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / <b>Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Control Cable</li> <li>• PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Flexible Conductor (V2) ISI Marked To IS 694</li> <li>• PVC Insulated Copper Cable Multi Core Circular Sheathed with Flexible Conductor ISI Marked To IS 694</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/ <b>MSE Relaxation for Years of Experience and Turnover</b>	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Relaxation for Years of Experience and Turnover</b>	No
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>	16 Core 0.75 Sq. Mm Flexible Shielded Copper Control Cable
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	1268500
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Item wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No

**बिड विवरण/Bid Details**

सुलह खंड/Mediation Clause	No
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**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	11800
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	9204
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	4366

**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).	17

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी 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.

**लाभार्थी /Beneficiary :**

DGM

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

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

**एमआईआई के लिए आरक्षित / Reserved for Make In India products**

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

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

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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.
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.

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

Contract will be awarded schedulewise 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 / <b>Evaluation Schedules</b>	अनुमानित मूल्य / <b>Estimated Value</b>	वस्तु/श्रेणी / <b>Item/Category</b>	मात्रा / <b>Quantity</b>
Schedule 1	590000	16 Core 0.75 Sq. Mm Flexible Shielded Copper Control Cable	1000
Schedule 2	460200	12 Core 0.75 Sq. Mm Flexible Shielded Copper Control Cable	1000
Schedule 3	218300	4 Core 1 Sq. Mm Flexible Shielded Copper Control Cable	1000

### **16 Core 0.75 Sq. Mm Flexible Shielded Copper Control Cable ( 1000 meter )**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### **परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Prakash	172115,STORES DEPTT NJHPS SJVN LTD NATHPA DISTT KINNAUR (HP) PIN 172115	1000	90

### **12 Core 0.75 Sq. Mm Flexible Shielded Copper Control Cable ( 1000 meter )**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### **परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Prakash	172115,STORES DEPTT NJHPS SJVN LTD NATHPA DISTT KINNAUR (HP) PIN 172115	1000	90

#### 4 Core 1 Sq. Mm Flexible Shielded Copper Control Cable ( 1000 meter )

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Prakash	172115,STORES DEPTT NJHPS SJVN LTD NATHPA DISTT KINNAUR (HP) PIN 172115	1000	90

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

##### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

##### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

##### 3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

##### 4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **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](#)

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ADDITIONAL TERMS & CONDITIONS**

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A.

**INSTRUCTIONS TO BIDDERS (ITB)**

**The bids are invited through GeM Portal, so please read the instructions carefully and upload /filled the bids as per requirement of bid documents.**

**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 Quarter, 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 150 Km 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.

<b>Approximate Distance from Kalka</b>	<b>To Mumbai</b>	<b>To Kolkata</b>	<b>To Chennai</b>
(i) By Rail	1906	1809	2558
(ii) By Road	1753	1791	2482

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

(i)	Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur - Jhakri -Nathpa(NH- 05).	:	235 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur - Jhakri- Nathpa.	:	302 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri-Nathpa.	:	387 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.

#### **4.0 Minimum Qualifying Requirement: Nil.**

#### **5.0 Scope of Proposal**

##### **5.1 The complete scope of work is as detailed in the Technical Specifications enclosed along with bid.**

##### **5.2 The detailed complete Scope of Work for “PPR-2813R (O&M)/2026- “Supply of control cables for NJHPS, SJVN Ltd. Nathpa” as per Technical Specification enclosed along with bid.**

##### **5.3 The Bid shall be evaluated on item wise L-1 basis.**

##### **5.4 The material is to transport through “Registered Common Carrier” only (Registered Common Carrier mean the carrier registered with a State Transport Authority or a Regional Transport Authority).**

#### **6.0 Quality Assurance Plan**

##### **6.1 Quality Assurance Plan: The QAP shall be as per Technical specification enclosed and as per relevant latest Indian/International Standard.**

**6.2 Inspection:-** Inspection of material shall be carried out as per technical specification by the SJV N/EIC or their authorized representative at NJHPS, SJVN Ltd. Nathpa.

**7.0 Bid Security / Earnest Money deposit (EMD) & Bid Security Declaration Form:**

**7.1** The bidder shall furnish, a **bid security/ earnest money** as part of the bid are as under:-

Schedule ref. no	Item Description	EMD amount
<b>Schedule-1</b>	16 Core 0.75 Sq.mm Flexible Shielded Copper Control Cable	Rs. 11,800/-
<b>Schedule-2</b>	12 Core 0.75 Sq.mm Flexible Shielded Copper Control Cable	Rs. 9204/-
<b>Schedule-3</b>	4 Core 1 Sq.mm Flexible Shielded Copper Control Cable	Rs. 4366/-

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

**7.3 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 Money Deposit /Bid Security. Traders are excluded from the purview of this Policy. **If the MSE/NSIC/Startup India certificate does not contain the item(s)/Services as listed in our NIQ/NIT and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD and the same should reach within ten (10) days from the date of SJVN's clarification sought through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.**

**Remarks: The exemption of the submission of the EMD shall be given to the MSE firm only after verification of their MSE registration on MSME Databank {i.e. on website [udyamregistration.gov.in](http://udyamregistration.gov.in)} and Startup firm after verification of their registration on DPIIT website[ i.e <https://www.startupindia.gov.in>]**

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

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

**Caution:** Please ensure that you need to mention the correct beneficiary account number and IF

SC 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 be responsible for the same.

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

**7.6** EMD /Bid security can also be submitted through FDR/TDR/BG( as per SJVN standard format).

**7.7** **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/DR {Pledged in favour of the NJHPS, SJVN Ltd. Jhakri}/ BG { As per GeM standard format}** is also acceptable. In case EMD is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure **SFMS** to Employer's/Buyer's Beneficiary Bank whose details are provided in **ATC ITB clause Sr. no 7.0(7.4) above).**

The bid security shall remain valid for a period of 45 days beyond the original validity period and beyond any extension subsequently requested. The FDR/TDR in original/physical form should reach preferably on or before bid closing date at the address given below:

**Deputy General Manager  
(Procurement & Contract Department),  
NJHPS, SJVN Ltd. Jhakri,  
Distt. Shimla (H.P.)-172201**

**Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered. If any bidders submitted EMD in the form of DDs, local Cheque/ outstations Cheque then SJVN may ask the bidder to submit the EMD as per clause no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.**

**7.8** 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 be submitted as per clause no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

**7.9** 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.

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

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

**7.12** 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 accept the correction of its Bid Price;
- (c) if the Bidder does not withdraw any deviations listed in Deviation Schedule at the cost of withdrawal indicated by him;
- (d) if the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in Deviation Schedule but found elsewhere in the bid; or
- (e) in the case of a successful Bidder, if the Bidder fails within the specified time limit;
  - (i) To accept the Letter of Award or
  - (ii) To furnish the required performance security.
- (iii) To start activities according to Work Completion Schedule.

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

**A. Price Bid Part**

- a.** Bidder shall be required to offer their rates & prices for entire scope as per detailed Technical specification and scope of work uploaded along with the bid. FIRM prices for FOR, O&M Stores Nathpa (HP, INDIA) basis is to be quoted inclusive of the charges towards P&F & Freight charges 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 delivery of the material. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made within schedule completion/delivery period as per LOA, otherwise same shall be paid by the bidders. Accordingly the taxes & duties shall be quoted by bidder.

**B. Techno-Commercial bid part consist of followings:**

- (i) EMD & Bid Security Declaration form as per Annexure-A enclosed.
- (ii) Copy of GST & PAN.
- (iii) Pre- Contract Integrity Pact as per clause no. **10.0 below**
- (iv) Self-certification on company letter head by authorized person, regarding local content **Annexure-B** as per clause No. **11.0 below**.
- (v) Undertaking **annexure-D** as per clause No. **12.0 below**.
- (vi) TReDs registration details or undertaking as per clause ref. no **13.0 below (applicable only for MSE vendors)**.
- (vii) Undertaking as per **annexure-E**.
- (viii) The soft/ scanned copies of the Technical Data Sheet/ Technical Catalogues/ Technical Details/ Drawing etc. or any other information are to be uploaded along with the bid.

**9.0 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 sign the Integrity Pact as per clause no. 10.0 of ITB.** In pursuance to this policy:

a) For the purpose of this provision, the terms set-forth below shall mean as under:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) A Bid shall be rejected by the Employer if it is determined at any stage that respective bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for the Contract in question.

c) The Employer will declare a bidder / contractor ineligible or may terminate the contract, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for or in executing the Contract in question.

**10.0 ADOPTION OF INTEGRITY PACT [AS PER ANNEXURE-C 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 wh

o 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-C**) 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](mailto:verma.davendra@gmail.com)
  
2. Sh. Prashanta Kumar Agrawal, IPS (Retd.)  
House no. 762, Sector-17,  
Faridabad (HR)- 121002  
Email- [agrawal.prashanta@gmail.com](mailto:agrawal.prashanta@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 shall 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[(as applicable, if the awarded contract value exceeds ₹10 Lakhs)].

**11.0 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, 16/11/2021 in respect of Hydro Power Sector.**

**11.1 Local Supplier Categories: Reserve for Class-I local supplier only.**

- i. 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.

**11.2 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-B enclosed}**.

11.3 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..

**11.4 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.**

## **12.0 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- 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.

## **13.0 Mandatory Registration on TReDS portal for MSME Vendors:-**

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

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

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

## **14.0 BILL TRACKING SYSTEM:**

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

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 login. 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 work as per Technical Specifications 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 under this Contract.
- (f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition".

## **2.0 CONTRACT PERFORMANCE SECURITY**

- 2.1 Within **Twenty Eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA, the successful Bidder shall furnish to the Owner, an unconditional performance security for **Five percent (5%)** of the contract Price with validity up to **60 days after the Warranty Period (Refer Clause 5.0)**.
- 2.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 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 the SJVN format enclosed/As per the Standard Format of GeM**) issued preferably by a nationalized bank/ scheduled bank as per RBI guidelines, acceptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN account ( As per bank account detail mentioned in ITB, Sr. no 7.4 above. In case CPG is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure SFMS to Employer's/Buyer's Beneficiary Bank whose details are provided in the ITB Clause No. 7.0(7.4) above.
- 2.4 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after expiry of guarantee/warranty period of all the material /works under the scope of the contract.
- 2.5 **In case any delay in the submission of CPG, Interest shall be charged on per day basis on the amount of CPG@SBI MCLR as on date of bid submission + 200 basis point.**
- 2.6 The MSE/ NSIC/Start Up registered firms are not exempted from the submission of the Contract Performance Security.

## **3.0 PACKING:**

3.1 The supplier/contractor shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination & storage, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and precipitation during transit and open storage. Packing case size and weights shall take into consideration, the remoteness of the Goods' final destination, the existing road condition and the absence of heavy handling facilities at all points in transit and project storage site.

#### **4.0 INSURANCE:-**

The goods to be supplied under the scope of the supply shall be insured for all risks **Transport/Marine Insurance** by the contractor till it is delivered at O&M Store, NJHPS,SJVN Ltd., Nathpa (H.P.) INDIA. No extra amount shall be paid by SJVN on this account.

The Insurance should be done strictly as per the contract and consignee/EICs should take up the matter with the Supplier /contractor by writing e-mail immediately after the award to take insurance cover as per tender and Insurance policy should be shared with consignee through e-mail ([mg.njhps@sjvn.nic.in](mailto:mg.njhps@sjvn.nic.in)) before the dispatch of the material and material shall be only permitted for dispatch if the Insurance Policy is as per contract requirements. SJVN shall give comments regarding acceptance of Insurance Policy within two (02) working days after the receipt of same through e-mail.

If the Supplier does not take the above insurance cover in part or full as per tender conditions, the penalty @ 1% of total contract price FOR Nathpa including taxes & duties shall be imposed for contracts in which the payment is to be made after the supply of the material, otherwise above insurance compliance is to be ensured in case advance payment in part or full is to be made.

In case any short value insurance, the penalty shall be imposed on pro-rate basis based on the insurance receipt submitted by the contractor.

#### **5.0 WARRANTY**

The material supplied under the scope of contract shall be covered under Warranty for a period of **one (01) year** from the date of supply and acceptance of material at site against any manufacturing defect/ defective material. In case of any defects found as their in warranty period same should be replaced by the supplier at site SJVN Ltd. Nathpa free of cost as per notification of SJVN. Copy/scanned copy of warranty Certificate issued on letter head of contractor/ supplier to be sent by post/through authorized e-mail of supplier as per LOA.

#### **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 entire scope of work at Nathpa 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 cause

s, 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 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.

- 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 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.

## **7.0 PAYMENT TERMS**

- 7.1 **Hundred percent (100%)** Payment of including (100%) taxes and duties shall be made within 10 days after the supply and acceptance of the goods & on generation of CRAC and on submission of following documents to consignee for the release of the payment:-

- i. Invoices in Triplicate.
- ii. Copy of GST No. & PAN No.
- iii. Copy Contract Performance Security.
- iv. Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Nathpa by EIC or his authorized representative or consignee for receiving of material in good condition.
- v. Insurance Policy as per sr. no. 4.0 above.
- vi. Inspection report as per clause ITB clause 6.2 above.
- vii. E-way bills (as per applicable Rules).
- viii. Copy/scanned copy of warranty Certificate as per clause no. 5.0(5.1) of GCC above issued on letter head of contractor/ supplier to be sent by post/through authorized e-mail of supplier as per LOA.
- ix. Signed Integrity pact (as applicable, if the awarded contract value exceeds Rs 10 Lakh)

- 7.2 In order to comply with necessary formalities under GST while making payments, computation tax, involving, filling of return etc. under notification no 10/2017, chapter VI, 46 tax invoice' invoice for goods and services to contain following particulars namely:-

- 7.3 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.

- 7.4 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

ection 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.

- 7.5 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 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.

## **8.0 DELIVERY PERIOD**

- 8.1 The basic consideration and the essence of the Contract shall be the strict adherence to the Delivery Schedule. The entire scope of the material is to be delivered at O&M Stores, NJHPS, SJVN Ltd., Nathpa **within 90 Days** from the next day of issue of GeM Contract.

## **9.0 LIQUIDATED DAMAGES**

- 9.1 If the Supplier/contractor fails to complete the delivery of the entire scope of material {i.e. at O&M, Store, NJHPS, SJVN Ltd. Nathpa} within the period(s) specified in the Contract, the Owner shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, as specified here in below,
- 9.2 The Liquidated Damage for delay in delivery of the material beyond the maximum delivery period as stipulated at **clause 8.0(8.1)** above shall be @ 1/2% (Half percent) per week or part thereof . The total amount of Liquidated Damages for delay under the Contract will be subject to a maximum of ten percent (10%) of the total Contract price.
- 9.3 Amount of Penalty shall be payable by the Contractor whenever demanded by the Owner and/ or Owner can recover the amount of Penalty (to the extent leviable at any time) from the amount payable to the Contractor available with Owner under this Contract.
- 9.4 Contractor's obligations and the Owner's remedies in respect of delay are solely and exclusively 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 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.

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 to those undelivered / un-repaired, and the Contractor shall be liable to the Owner for any excess costs 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 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.

#### **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 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.

12.2 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.

12.3 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.

#### **13.0 SETTLEMENT OF DISPUTES**

13.1 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.

13.2 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 t

he 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.

- 13.3 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.
- 13.4 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.
- 13.5 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.

#### **14.0 ARBITRATION (with Pvt. Party)**

- 14.1 If at any time, any question, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice, in writing, of the existence of such question, dispute or differences. 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.
- 14.2 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. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.
- 14.3 In the event of the Contractor, that is to say a foreign supplier, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third by the President of the International Chamber of Commerce. The Arbitration shall be conducted in accordance with the rule and procedure for arbitration of the International Chamber of Commerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Intern

ational Chamber of commerce 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.

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 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.

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.

14.7 The arbitration proceedings shall be held at such place and time in India as the Arbitrator(s) may determine. The decision of the Arbitrator(s) shall be final and binding upon the parties hereto and the expenses of the Arbitration shall be paid as may be determined by the Arbitrators.

14.8 Performance under the contract shall, reasonably possible, continue during the arbitration procedures and payment due to the supplier by the purchaser shall not be withheld unless they are subject matter of the Arbitration proceedings.

#### **15.0 ARBITRATION (WITH CPSEs)**

15.1 *Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20/02/2020. The decision through AMRCD will be final and binding on all the concerned.*

#### **16.0 APPLICABLE LAW**

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

#### **17.0 NOTICES**

- ▶ Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or 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.

#### **18.0 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.

#### **19.0 CONSIGNEE**

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

**DGM (MMG Deptt.)**  
**Nathpa Jhakri Hydro Power Station,**  
**SJVN Ltd., Nathpa, Distt. Kinnaur, (HP)**  
**Pin-172115 (INDIA)**  
Phone No. 0091-1782-275041; Fax No. 0091-1782-275827  
**E-mail ID:** [mmg.njhps@sjvn.nic.in](mailto:mmg.njhps@sjvn.nic.in)

**Remarks: - All post award communication regarding delivery of the material, release of EMD , payment & CPG etc are to be carried out with consignee at above contact information.**

#### **7. 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.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**