बिड संख्या/Bid Number: GEM/2026/B/7321105
दिनांक /Dated: 10-04-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-05-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-05-2026 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
वस्तु श्रेणी /Item Category	Custom Bid for Services - Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T50T10T cap EOT Crane installed in Power House of NJHPS Jhakri
समान श्रेणी/Similar Category	• Repair and Overhauling Service • Operation And Maintenance Of Lifts (Elevators) • Repair, Maintenance and Installation of Plant/ Systems/Equipments
अनुबंध अवधि /Contract Period	3 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	12 Lakh (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	Experience Criteria,Bidder Turnover,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

बिड विवरण/**Bid Details**	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य / Estimated Bid Value	4467480
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	89350

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).	41

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से

बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

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

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. 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. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
3. 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):1772706729.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1772706737.pdf

Scope of Work:1775718060.pdf

Payment Terms:1775718085.pdf

Pre Qualification Criteria (PQC) etc if any required:1775736212.pdf

Instruction To Bidder:1775804041.pdf

Any other Documents As per Specific Requirement of Buyer -1:1775804053.pdf

Custom Bid For Services - Supply Of Spherical Roller Bearings And Overhauling Of LT Wheels Of 2X250T50T10T Cap EOT Crane Installed In Power House Of NJHPS Jhakri (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T50T10T cap EOT Crane installed in Power House of 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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

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

1. **Generic**

   OPTION CLAUSE: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

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 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.)

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:** As per PQR (i.e. Pre-Qualification Criteria / Requirement) annexure-A enclosed.

5.0 **Scope of Proposal**

5.1 The detailed complete scope of work i.e. **Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T/50T/10T cap. EOT Crane installed in Power House of NJHPS Jhakri** is as detailed in the scope of work & additional Terms & condition of contract enclosed along with bid and same shall be integral part of the contract.

5.2 All the consumables, fasteners, Tools & Tackles including Special Tools , Jacks, welding machines, drilling machines, cutting set with gas, rigging material, scaffolding arrangement, grease [only Red

Lithium grease-(Heavy Duty, Temperature resistant)], cutting wheels, grinding wheels, welding electrodes, waste cloth for cleaning, petrol/diesel or any other cleaning agent etc., required for execution of work shall be in the scope of contractor.

5.3 Any additional work not stated above, but necessary for overhauling of both the cranes required for Linear/smooth, noise and /jerk free motion shall be deemed included in the scope of work.

5.4 Being a typical work at Height, it will be the responsibility of the successful bidder to arrange a safety net below the crane, during the execution of overhauling /repair work.

5.5 All the PPEs required during execution of work shall be arranged by contractor.

5.6 It will be the responsibility of successful contractor to ensure insurance of all the workers during the execution of work.

5.7 The bidder shall specify the make of bearings (to be supplied) along with name of authorized distributor , from where the bidders intends to purchase the bearings , which shall be a part of technical evaluation of the bid.

5.8 The bearing supplied by the contractor, shall be under warrantee for a period of three (03) years/ 36 months after the date of completion of work. In case of failure of any of the supplied component (Bearing) or any other executed as per LOA, same shall be replaced free of cost by the contractor within maximum 10 days after the incident is reported to the firm by SJVN. In case corrective action is not taken by the firm within 10 days, same shall be considered as non-performance of the contract and CPG shall be encashed by SJVN.

5.9 To verify the supplied Bearings have been procured from a genuine source, the successful bidder shall submit the documentary evidence/proof, stating that the bearings have been purchased from the authorized distributor at the time of supply.

5.10 In case any of the component like bearing housing wheel, housing etc. get damaged during the execution of work, the repair/replacement of same shall be responsibility of the contractor.

5.11 **MANDATORY SITE VISIT:** - It is mandatory for all the bidders who want to participate in this tender to visit to make acquaintance with work before uploading/submitting the bid.The intending bidder must upload the certificate issued by EIC, GM/HOD (PH Elect. Maint.) that the bidder has visited the site before uploading/submitting the bid. The cost of visiting the site shall be at bidder’s own expenses. The bidder who will not submit/upload the certificate issued by EIC along with the bid, then their bid will be rejected. The bidder(s) are requested to contact the followings regarding the co-ordination of site visit:-

a) Sh. D.P. Sharma, Manager, PH Elect. Maint, NJHPS, SJVN, Jhakri Mobile no. 9418001417 ,E-mail ID: dp_sharma@sjvn.nic.in

b) Sh. Basant Lal Kohli, DGM, PH Elect. Maint, NJHPS, SJVN, Jhakri Mobile no. 9418077123, E-mail I D:,E-mail ID: basant.lal@sjvn.nic.in

c) Sh. Soni Kumar, General Manager(PHEM), NJHPS, SJVN, Jhakri Mobile no: 94184-50875 E-mail ID : soni.kumar@sjvn.nic.in

5.12 **SAFETY MEASURES:** The contractor shall be responsible to ensure all safety measure for maintenance 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 to the installation/ building during the execution of the work due to carelessness on the part of maintenance staff of the contractor shall be the responsibility of contractor and be replaced/ rectified by him without any extra cost to SJVN.

5.13 SJVN Scope as per Scope of work:

1. One no. Hydra (55Feet with 01 Ton) shall be provided bt SJVN free of cost, as and when required during execution work.
2. One connection of electricity (free of cost) shall be provided for execution of work.
3. Accommodation in SJVN guest house shall be provided on chargeable basis, subject to availability (max. 03 rooms).

5.14 The Bid shall be evaluated on **Total Value wise L-1 basis** for the scope of supply & not item wise L-1 basis.

5.15The 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 Scope of work & technical specification enclosed and as per relevant latest Indian/International Standard**.**

6.2 **Inspection:** Inspection of all BOQ items shall be carried out at NJHPS, O&M, Store, Jhakri by the EIC (i.e. HOD Indenting deptt. PHEM,Deptt.,NJHPS,SJVN Ltd. Jhakri) or their authorized representative of the EIC.

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 amounting for **₹89,350/-(Rupees Eighty-Nine Thousand Three Hundred fifty Only).**

7.2 **The bidder must also submit Bid Security Declaration along with their bid as per form at specified in Annexure-B 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/Bid 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 &start-up firm only after verification of their MSE registration on MSME Databank {i.e. on website udyamregistration.gov.in}& DPIIT website[https//:dpiit.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 IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service provider would not responsible for the same.

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

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

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7.7 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TDR {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 the ITB Clause 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:

Head of Department

(Procurement & Contract Department),

NJHPS, SJVN Ltd. Jhakri,

Distt. Shimla (H.P.)-172201

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

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 submit 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 t he 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 of Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T/50T/10T ca p. EOT Crane installed in Power House of NJHPS Jhakri as per detailed scope of w ork &BOQ, additional terms & condition uploaded along with the bid. FIRM price s FOR, Jhakri(HP, INDIA) basis is to be quoted inclusive of the charges towards s cope of work at site, NJHPS Jhakri, P&F & Freight &Insurance charges and GST.**

b. **GST shall be applicable as per GST rules, thus GST has to be quoted accordingly by the bidder in the bid.**

c. **The L-1 bidder will submit the details of price break up of the total quoted price on the GeM portal after the opening of the price bid /Financial bid.** if any discrepa ncy is found in Price breakup (i.e. Price Break Up Schedule Annexure-J) and price quoted/filled online on GeM Portal shall be considered as correct price and submitted quoted price breakup (i.e. BOQ/Price Breakup Up Schedule Annexure-J) shall be adjusted/corrected accordingly in the Price Break Up Schedule Annexure-J. Format of BOQ/Price Break Up Schedule is enclosed as **Annexure-J**

d. If bidder will upload any price bid part in technical bid, then, its bid will be outrightly rejected.

e. 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

f. The taxes & duties shall be paid as per applicable rate at the time ofSupply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T/50T/10T cap. EOT Crane installed in Power House of NJHPS Jhakri as per detailed scope of work &BOQ, additional terms & condition. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties / levy by the Govt. is made with in schedule completion period as per LOA, otherwise same shall be paid by the bidders. Accordingly, the taxes & duties shall be quoted by the bidder.

B. Techno-Commercial bid part consist of followings:

(i) Documents as per PRE QUALIFICATION CRITERIA for Proven Experience, Annual Financial Turnover, Financial Experience etc and undertaking {as per format(Annexure-K) enclosed along with PQR Annexure-A}.

(ii) EMD & Bid Security Declaration form as per Annexure-B enclosed.

(iii) All documents as required as per Technical Specifications, copies of ESIC (if applicable), EPF (if applicable), PAN No. & GST No etc. and technical literature/ technical details etc. as required as per the Technical Specifications. Any other documents as required/ asked in the tender are to be uploaded/ submitted along with the bid. These scanned documents are to be uploaded along with the General Documents.

(iv) Undertaking **Annexure- E & F** as per clause no. **9.0 below**

(v) Self-certification regarding percentage of local content on company letter head by authorized person as per **Annexure-C** as per clause No**. 11.0 below.**

(vi) Undertaking regarding border land sharing **annexure-D** as per clause No**. 12.0 below.**

(vii) Undertaking as per annexure-I.

(viii) TReDs registration details or undertaking as per clause ref. no 13.0 below **(for MSE vendors only).**

(ix) Signed scope of work Annexure-L confirming the comply of the TS for the offered product along with bid.

(x) **Note: No material/information relating to Price Bid shall be included in the Technical Bid. A technical bid containing any information related to price bid shall be declared non-responsive.**

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 submit the undertaking as per annexure-E**. 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.

10.0 SIGNING OF THE CONTRACT AGREEMENT (Format enclosed at Annexure-H)

- **The contract agreement shall be signed at NJHPS, SJVN, Jhakri (INDIA) in the office of undersigned within 30 days from the date of issue of LOA**.

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

- 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.

- 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.**

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

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

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

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

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-C 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 wi th any of the exchanges providing e –discounting /electronic factoring services on TReDS platform a nd 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.

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 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 a nd 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 Tec hnical Specifications and other such obligations of the Contractor covered under the Contr act.

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

(e) **"The Contractor"** means the individual or firm supplying the material under this Contrac t.

(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 executi on.

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

2.0 CONTRACT PERFORMANCE SECURITY

2.1 Within **Twenty-Eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA/GeM Contract, the successful Bidder shall furnish to the Owner, an unconditional p erformance 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.The GST as applicable shall be attributable to contractor/ supplier extra.

2.3 The performance security shall be denominated in the currency of the Contract and shall be in th e 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, acceptab le to the Owner or in the form of FDR/TDR or online bank transfer in SJVN account[As per bank acc ount detail mentioned in ITB, Sr. no 7.4 above]. In case CPG is submitted by way of Bank Guarant ee; while issuing the physical BGs, the Supplier’s/contractor’s Bank shall also send electronic mess age through secure SFMS to Employer’s/Buyer’s Beneficiary Bank whose details are provided in th e 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 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.**

Note:- In case of last days of submission of Performance security happens to be a bank holiday, th e last day of submission of CPG shall be next working day.

2.6 The MSE/ NSIC/Start Up registered firms are not exempted from the submission of the Contract Pe rformance 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 preci pitation during transit and open storage. Packing case size and weights shall take into considerati on, 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

4.1 The goods to be supplied shall be insured for all risks by the supplier till it is delivered a t O&M, stores, NJHPS, SJVN, Jhakri & completion of entire scope of work [i.e.Supply of Bearings & seals and thereafter Inspection & Repair of LT wheels, replacemen**t** of damaged Bearings & seals along with Inspection and alignment of rail track of 250T/50T/10T cap. EOT Crane installed in Pow erhouse of NJHPS, SJVN Ltd. Jhakri] installation, testing, commissioning at NJHPs, SJVN Ltd. Jhakri & handing over the system to SJVN.

Ø The contractor to take insurance cover as per tender and Insurance policy should be shared befor e the dispatch of the material and material shall be only permitted for dispatch if the Insurance P olicy is as per contract requirements.

The comments of the acceptance Insurance Policy shall be given by SJVN within two (02) workin g days after receipt of the same.

The Insurance policy towards **STORAGE CUM ERECTION (SCE)/INSTALLATION ALL RISKS C OVERAGE is also to be shared for its approval before the delivery of the material.**

The comments of the acceptance Insurance Policy shall be given by SJVN within two (02) working days after receipt of the same.

4.2 In order to cover different risks in contracts awarded by SJVN, the following types of Insurance coverage are to be generally arranged by the contractor for the materials and works supplied by him as well as by owner, for incorporation in the 'Works':

4.3 **(A) TRANSIT/ MARINE INSURANCE DURING SUPPLY OF MATERIALS FOR SUPPLY/SUPPLY PORTION OF SUPPLY CUM ERECTION/TURNKEY CONTRACTS** : The Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurance set forth below in sums and other conditions specified:-

Sl. No.	Insurance	Amount insured	Conditions
A.	All Risk Transit/ Marine Insurance for material to be supplied.	1. 110% of FOR and inland transportation value + 2. All taxes & duties	1. Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor)**#.** Warehouse to warehouse basis. 2. Open policy/Separate Policy. 3. All risk insurance, SRCC (Strikes, Riots, Civil Commotion) or Equivalent etc.

#Remarks: - Not required if the payment for the material is to be made after the receipt of the material at Site/O&M Stores Jhakri.

Without above insurance, No Advance payment/Payment Before Dispatch/Payment against dispatch shall be made for supply part.

Note:- No advance payment shall be made under this contract.

(B) Penalties/deductions: -

(i) In cases where the supplier don't make SJVN as co-insurer/joint insurer as per 4.3(A) above, then payment shall be only made only after material is being delivered at site, then no penalty shall be imposed and risk shall be with contractor/supplier. However, for release of any payment against supply, the contractor has to take the insurance policy as per **4.4 below.**

(ii) If the Supplier/contractor does not take the complete Marine Transit Insurance Policy, then penalty @1% of the (110% of total contract price FOR Jhakri Including freight + 100% taxes & duties) shall be imposed.

(iii) If the Supplier/contractor does not take the SRCC(whether part or full), then flat penalty @0.5% of the (110 % of total contract price FOR Jhakri including freight + 100% taxes & duties) shall be imposed.

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

4.4 **STORAGE CUM ERECTION (SCE)/INSTALLATION ALL RISKS COVERAGE FOR SUPPLY CUM ERECTION/TURNKEY CONTRACTS:** All insurance policies pertaining to Storage Cum Erection/Installation All Risks coverage shall be taken in the joint name of SJVN and the contractor unless otherwise specifically provided. All such insurance policy shall indicate SJVN as beneficiary. The Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurance set forth below in sums and other conditions specified:

Sl. No.	Insurance	Amount insured	Conditions
A.	Storage Cum Erection (SCE) / Installation All Risks Coverage for material to be supplied/installed and services to be completed.	1. 110% of FOR and inland transportation value + 2. 110% of the services value. + 3. All taxes & duties	1. Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor). 2. All risk insurance, Riots, Strikes and Malicious Damage) or Equivalent. 3. Terrorism etc.

Note:

(i) For 4.4 above, the owner shall be named as co-insured {Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor)} under all insurance policies taken out by the contractor except for Third party Liability and Workman's compensation / Employee's Liability Insurances.

(ii) This insurance cover shall start immediately after the delivery of the material at Jhakri.

(iii) SJVN as co-insurer or insurance policy in joint name of SJVN and Supplier/contractor is required; otherwise, the same needs to be corrected before the release of any payment towards the supply. This insurance policy is to be taken strictly as per the contract requirements. The Insurance cover for the same should start immediately after the receipt of the material at O&M, Store, NJHPS, SJVN Ltd. Jhakri, otherwise no payment against the Supply shall be made until supplier/contractor takes the insurance cover as per tender.

(A) **Penality/ Deductions**:-

(i) Any penalty for the non-compliance of this Insurance Cover in full or part shall be based on the Insurance rate to be taken from M/s National Insurance Company or any other nationalized insurance company.

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

4.5 **Remarks:**

Ø For 4.3 & 4.4 above, notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Owner.

Ø For 4.3 & 4.4 above, the Contractor shall follow law of the land as may be prevalent from time to time for insurance.

Ø It will be the responsibility of the supplier/contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage of fire during execution of the contract and purchaser shall be kept informed about it. The supplier/contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the supply shall/ work to be completed mutually agreed time schedule. The losses, if any, in such replacement will have to be borne by the supplier/contractor. On settlement of claims, the same shall be passed on to the contractor if the contractor has made replacement.

Ø If any of the Insurance Policy (ies) need to be extended on account of reasons not attributable to supplier/contractor, then charges for the same shall be reimbursed at actual as ascertained during final Extension of Time.

Ø It shall be prime responsibility of the contractor/supplier to take Insurance covers as above. In case failure on part of the contractor in obtaining required insurances, the same may be purchased by SJVN at the risk & cost of contractor if agreed and decided by SJVN. The premium for the same shall be deducted from the payment of the contractor with 10% administrative charges on premium amount.

Ø In case of the any ambiguity in the Insurance Provisions as required in the contract, the rules are per Insurance Laws as per IRDAI shall prevail.

4.6 Any loss or damage to the plant and equipment or person during handling transportation, storage, repairing, and all activities, and any accident or death of persons due to negligence on the part of the contractor shall be to the bidder's account for all risks. The successful Bidder shall be responsible for preferring of all claims and make good the damages or loss by way of repairs and/ or replacement of plant and equipment damaged or lost. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriter, the successful bidder shall be liable to make good the full replacement/rectification of all the equipment and material and to ensure their availability as per the project requirement/ without additional financial liability to SJVN.

4.7 **In addition to above contractor shall insure his all man and machinery etc. against any mishap / accident. Contractor shall submit the insurance policy to this effect to the EIC of the contract. SJVN shall bear no responsibility and financial liability for any mishap/accident for contractor man power / machinery.**

5.0 WARRANTY

5.1 The bearing and seals to be supplied under the scope of this contract shall be under warranty for a period of three (03) years/36 months after the completion of entire scope of work of the contract [i.e. Supply of Bearings & seals and thereafter Inspection & Repair of LT wheels, replacemen **t** of damaged Bearings & seals along with Inspection and alignment of rail track of 250T/50T/10T cap. EOT Crane installed in Powerhouse of NJHPS, SJVN Ltd. Jhakri] & handing over the entire system and acceptance of the system by the NJHPS,SJVN Ltd. Jhakri/EIC. In case of failure of any of the supplied component (Bearing /Seals), same shall be replaced free of cost by the contractor within 10 days after the incident is reported to the firm by SJVN. In case corrective action is not taken by the firm within 10days, same shall be considered as non-performance of the contract and CPG shall be encashed by the SJVN.

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 system at 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.

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 including (100%) taxes shall be made within 45 days after the completion of entire scope of contract [i.e. Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T/50T/10T cap. EOT Crane installed in Power House of NJHPS Jhakri as per detail ed scope of work, BOQ and terms & condition], on generation of CRAC and on submission of followi ng documents to EIC for the release of the payment: -

i. Invoices in Triplicate.

ii. Copy of GST No. &PAN No.

iii. Copy of unconditional acceptance of Letter of Award along with copy of contract agree ment.

iv. Copy Contract Performance Security.

v. Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Jhakri by EIC or his authorized repre sentative or consignee for receiving material in good condition.

vi. Insurance Policy as per sr. no. 4.0 above.

vii. Inspection Report. The EIC shall submit the inspection Report.

viii. Documents as per scope of work & T.S.

ix. Copy/scanned copy of warranty Certificate as per clause no. 5.0(5.1) of GCC above issu ed on letter head of contractor/ supplier to be sent by post/through authorized e-mail of su pplier as per LOA.

x. Copy of certificate issued by EIC for successfully completion the entire scope of contrac t [i.e. Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T/50T/10T cap. EOT Crane installed in Power House of NJHPS Jhakri as per detailed scope of work &BO Q, additional terms & condition] has been completed by the supplier/contractor.

xi. Handing over certificate by the contractor.

xii. Taking over certificate by the EIC

xiii. E-way bills (as per applicable Rules).

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

a) Name, Address & GSTIN of the Supplier

b) Specific Invoice Number format

c) Name and address of recipient

d) Address of Delivery

e) HSN code of goods and SAC for Services

f) Description and quantity of goods/services

g) Value of goods

h) Rate and amount of tax

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

7.3 **As per SJVN LTD. policy, no advance payment can be given.**

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 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.

7.6 **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.

8.0 COMPLETION SCHEDULE

8.1 The basic consideration and the essence of the Contract shall be the strict adherence to the completion period. The entire Scope of contract [i.e. Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T/50T/10T cap. EOT Crane installed in Power House of NJHPS Jhakri as per detailed scope of work, BOQ and terms & condition] is to be completed within **90 days** from the date of issuance of the award letter/GeM Contract as per GeM contract provision.

9.0 LIQUIDATED DAMAGES

9.1 If the contractor fails to complete the entire scope of work under the contract [i.e. Supply of Spherical Roller Bearings and overhauling of LT wheels of 2X250T/50T/10T cap. EOT Crane installed in Power House of NJHPS Jhakri as per detailed scope of work, BOQ and terms & condition] 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 L.D. charges for delay in completion of entire scope of work under the contract beyond the maximum completion period **[i.e 90 days]** as stipulated at **clause 8.0(8.1)** above shall be @ 1/2% (Half percent) per week or part thereof for the total contract value. The total amount of L.D. charges for delay under the Contract will be subject to a maximum of five percent (5%) of the total contract price.

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

9.4 Supplier's obligations and the Owner's remedies in respect of delay are solely and exclusively as stated in this Liquidated Damages 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 co mpensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

12.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

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 t he case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.

14.0 ARBITRATION (with Pvt. Party)

14.1 If at any time , any question, disputes or difference, whatsoever, shall arise between the pur chaser and the supplier upon or in relation to or in connection with this contract, either part y may forthwith give to the other, notice, in writing , of the existence of such question, dis pute or differences. All disputes or differences in respect of which the decision, if any, of the Engi neer has not become final or binding as aforesaid shall be settled by arbitration in the manner her einafter 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 arbitrat or within thirty (30) days after receipt of a notice from the other party invoking the arbitration clau se, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an app ointment shall be furnished to both the parties. The arbitration shall be conducted in accordance w ith 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 b y three arbitrators, one each to be nominated by the contractor and the Owner and the third by th e President of the International Chamber of Commerce. The Arbitration shall be conducted in a ccordance with the rule and procedure for arbitration of the International Chamber of Co mmerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (60) days after rec eipt of a notice from the other party invoking the arbitration clause, the President of the Internatio nal Chamber of commerce shall have the power at the request of either of the parties, to appoint t he arbitrators. A certified copy of the said President making such an appointment shall be furnishe d 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 expe nses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning of being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outg oing arbitrator.

14.6 The arbitrator shall have full powers to review and/or revise any decision, opinion, directions certif ication 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 determine 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 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 shall have exclusive jurisdiction in all matters arising under the Contract.

17.0 ENGINEER IN CHARGE (EIC)

Post award correspondences shall be carried out with HOD (PHEM, Deptt.), NJHPS, SJVN Jhakri, (who shall be the EIC of this Contract).

18.0 CONSIGNEE

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

DGM/HOD (MMG Deptt.)

Nathpa Jhakri Hydro Power Station,

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

Pin-172201 (INDIA)

Email ID: mmg.njhps@sjvn.nic.in

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3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---