Bid Number: GEM/2026/B/7372980
Dated: 21-04-2026

Bid Corrigendum

GEM/2026/B/7372980-C3

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
2. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
3. 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.

4. 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
5. 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 up load /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 an d Govt. of Himachal Pradesh having its registered office at Corporate Head Quarter, Shanan, S himla, Himachal Pradesh Pin No.-171006, have their Nathpa Jhakri Hydroelectric Power Plant wi th a capacity of 6x250 MW at Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of H imachal 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- Nathpa(NH- 05).	:	280 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 Nathpa would be the governing factor in respect of the permissible package size and weight. Bidder should consider all factors as can be envisaged for transportation of equipment to avoid and overcome the hindrances/ limitations on existing road on account of weather conditions and any other reasons without affecting the schedule.

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 scope of proposal includes **"Upgradation of existing relay-based control panels for Radial and Intake Gates to a PLC-SCADA based control system at DAM Site, NJHPS, SJVN Ltd Nathpa"** [Detailed complete scope of supply & work as per Technical Specification and scope of work annexure-I uploaded along with the bid and same shall be the Integral Part of the Contract]. **The BOQ of the bid are as under:-**

Sr. No	Item Description	UAM	Qty
1	Supply of Redundant PLC based control system of Radial Gate (#02, #03, #04 & #05) as per specification and scope of work	**Set**	**4**
2	Supply of Hot redundant SCADA System as per specification and scope of work	**Set**	**1**
3	Supply of Non-redundant PLC based control system of Intake Gate as per specification and scope of work	**Set**	**4**
4	Mandatory spares for Radial Gate and Intake Gate control system as per list attached	**Lot**	**1**
5	Installation, Testing and Commissioning of the system.	**Job**	**1**
6	AMC for the system	**Year**	**03**

5.2 The detailed complete scope of supply & work as per Technical Specification and scope of work annexure-I uploaded along with the bid and same shall be the Integral Part of the Contract**.**

5.3 Scope includes engineering, design, supply, transportation, dismantling, shifting installation, testing and commissioning of control system.

5.4 Contractor shall perform detailed engineering and design for the control system.

5.5 Scope includes submission of engineering drawings, circuit diagrams, and a comprehensive Quality Assurance Plan (QAP) for approval prior to manufacturing.

5.6 Contractor shall manufacture and supply the control system in accordance with approved specifications and drawings.

5.7 Contractor shall dismantle, shift, and store the existing control system from its operational location to a suitable designated area within the site.

5.8 Scope includes shifting and positioning of the control system at its designated location as per layout.

5.9 Contractor shall wire the sensors, components etc in a proper way as per drawing.

5.10 Contractor shall do programming the logic of intake and radial gates in PLC and HMI in a well-structured manner for maintainability and readability.

5.11 Scope includes installation and wiring of Intake Gate control panels and remote panel Proper wiring and testing thereof is in the scope.

5.12 Scope includes installation of remote-control panel at Dam control room and wiring thereof.

5.13 Scope includes installation of SCADA system and development of pages/screens and communication with PLC.

5.14 Scope includes integration, control, display of parameters of current Radial gate control system [S7-1500R] and 12 Nos. SFT Gate control system [Allen- Bradley Micrologix 1400] with this SCADA.

5.15 Contractor shall provide an Operation & Maintenance (O&M) manual, approved drawings, circuit diagrams, and a list of recommended spare parts.

5.16 Any other work assigned related to installation and commissioning of control system as directed by EIC or its representative.

5.17 Scope also includes **AMC of the overall control system for 03 yearsafter one(01) year warranty period from the date of successful installation, testing commissioning of the control system and handing over to SJVN Ltd.**. The AMC is to be carried out as per the Scope of work enclosed along with the bid. AMC shall include mandatory site visit/remote AMC as per system breakdown/requirement or direction of EIC. AMC includes servicing, programming, network troubleshooting or any other assigned work by EIC.

5.18 The bidders who want to participate in this tender may visit the site to make acquaintance with the scope of work before uploading/submitting their bid. If the interested bidder has any queries related to existing system, the same may also be sought through emails. The cost of visiting the site shall be at bidder’s own expenses. The bidder(s) are requested to contact the followings regarding the co-ordination of site visit:-

a) Sh. Kartar Chand, Asst. Manager, NJHPS, SJVN, Nathpa, Distt. Kinnaur (HP)-172115. Mobile no 8894325143. E-mail ID: kartar.chand77@sjvn.nic.in.

b) Sh. Amardeep Hansda, Sr. Manager, NJHPS, SJVN, Nathpa, Distt. Kinnaur (HP)-172115. Mobile no:- 09805056711, E-mail ID: amardeep_hansda@sjvn.nic.in.

c) Sh. Rajesh Kumar Bisht., DGM(Dam In charge) E-mail ID :- rk.bisht@sjvn.nic.in

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

5.20 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 The QAP shall be as per Technical specification enclosed and as per relevant latest Indian/International Standard**.** The successful bidder shall provide the engineering drawings, circuit diagrams, and a comprehensive Quality Assurance Plan (QAP) for approval of SJVN/EIC prior to manufacturing of the material and same shall be finalised during the detailed engineering with the successful bidder on mutually agreed basis. The Contractor shall manufacture and supply the control system in accordance with the approved detailed engineering, drawings and circuit diagrams and comprehensive quality assurance plan. The installation and testing shall be carried out as per the technical specifications and approved QAP. The EIC shall provide approval or comments within seven (07) working days from the date of submission.

6.2 **Pre-Dispatch Inspection:** PDI of the material shall be carried out by the authorized representative of SJVN Ltd. at manufacturer's/ supplier's work before the dispatch of the material as per the Technical Specifications and approved comprehensive quality assurance plan. Bidder will submit such inspection call 15 days in advance to SJVN (EIC/Consignee).

6.3 The MDCC to dispatch the material shall be issued by the SJVN Ltd /EIC within 7 days after completion of PDI & intimation of the readiness of the material for dispatch.

6.4 **Final Inspection:-** Final inspection of material shall be carried out by the SJVN/EIC or their authorized representative at O&M, Store, 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 amounting for **₹ 4,96,226/-(₹ Four Lakh Ninety Six Thousand Two Hundred Twenty Six Only).**

7.2 **The bidder must also submit Bid Security Declaration along with their bid as per format 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 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} 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 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 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/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 **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/BG in original/physical form should reach preferably on or before bid closing date at the address given below:

Head of Department
(Procurement & Contract Department),
NJHPS, SJVN Ltd. Jhakri,
Distt. Shimla (H.P.)-172201

Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not 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 da

te 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 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 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 Prices

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

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

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

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

9.0 Bid Currencies

Bidders shall quote all prices in Indian Rupees only.

10.0 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 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 inclusiv e of the charges towards P&F, Insurance, Freight charges & AMC Charges inc luding GST.

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

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

d. The taxes & duties shall be paid as per applicable rate at the time of delivery of the m aterial and services. Any increase in taxes & duties /new introduction of new taxes & d uties/ 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 sch edule completion/delivery period as per LOA, otherwise same shall be paid by the bidd ers. Accordingly the taxes & duties shall be quoted by bidder.

Note: No material/information relating to Price Bid shall be included in the Techn ical Bid. A technical bid containing any information related to price bid shall be d eclared non-responsive.

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(Schedule-I) enclosed along with PQR}.

(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) Pre- Contract Integrity Pact(Annexure-C) as per clause no. **18.0 below**

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

(vi) Undertaking land border sharing (A**nnexure-E)** as per clause No**. 20.0 below.**

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

(viii) Undertaking as per **annexure-F**.

(ix) The bidder shall submit the acceptance copy of Technical specification and scope of work (Annexure-I) with the compliance column filled as per technical specification, as confirmation of acceptance of the complete Technical Specification and Scope of Work.

11.0 WITHDRAWAL OF BIDS

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

12.0 BID OPENING AND EVALUATION

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

► **Bids will be evaluated for the Overall L-1 basis FOR O&M, Store, NJHPS, SJVN Ltd. Nathpa basis including all taxes & duties for entire scope of work and technical specification uploaded along with the bid**.

13.0 CLARIFICATION OF BIDS

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

14.0 INFLUENCING THE OWNER

- No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

- **Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.**

15.0 AWARD OF CONTRACT

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

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

- **Award will be placed for total quantity of BOQ on L1 basis for substantially responsive bid on single responsibility basis.**

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

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

17.0 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. 18.0 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 exec ution.

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influen ce 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) desig ned to establish bid prices at artificial non-competitive levels and to deprive the Employe r 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 bidd ers / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufactur er, sub-consultants, services providers, suppliers and/or their employees has engaged in cor rupt 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, eith er indefinitely or for a stated period of time, to be awarded a Contract if it at any time deter mines that the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-cont ractors, 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.

18.0 Adoption of Integrity Pact[ANNEXURE-C Enclosed]:

To improve transparency and fairness in the tendering process the Employer is implementing In tegrity 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 per sons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practi ces in the Tendering process and also during implementation of the Contract. Only those Bidder s who have entered into Integrity Pact with the Employer shall be eligible to participate in the bi dding process. Bidders signing Integrity Pact shall not approach the Courts while representing th e 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 re quirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case o f sub-contracting, the Principal contractor shall be responsible for adoption of Integrity Pact by t he sub-contractor.

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

1. Sh. Manoj Pant, IFoS (Retd.), Independent External Monitor,
   House no. 70, Usha Colony, Sahastradhara Road,
   Dehradun-248013, Uttarakhand
   Email- mpant2007@gmail.com

2. 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

3. Sh. Prashanta Kumar Agrawal, IPS (Retd.)
   House no. 762, Sector-17,

Faridabad (HR)- 121002
Email- 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

19.0 Preference for procurement of goods/Services/Works from Local Suppliers under Public Procurement (Preference to Make in India) Revision PPP-MII order 2017 dated 16/09/2020 & MOP order 28/07/2020, 16/11/2021 in respect of Hydro Power Sector.

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

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

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.

19.2 **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-D enclosed**}.

19.3 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..

19.4 ***Self-declarations/ auditor's/ account's certificates submitted by the manufacturer/ sup***

plier 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.

20.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority specified in Annexure-I of Ministry of 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- E** 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.

21.0 Mandatory Registration on TReDS portal for MSME Vendors:-

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

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

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

22.0 SUBMISSION OF DOCUMENTS BY POST:

The following documents in hard copy/original form sealed in envelop super scribed as **Package(P)-358(O&M)/2026 - "Up-gradation of existing relay-based control panels for Radial and Intake Gates to a PLC-SCADA based control system at DAM Site, NJHPS, SJVN Ltd Nathpa"** are to be sent through post:-

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

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

- Earnest Money Deposit (In original is to be sent to the following address:-

Head of Department,
Procurement and Contract Department,
NJHPS, SJVN Ltd., Jhakri,
Distt. Shimla (H.P.)-172201.

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

23.0 BILL TRACKING SYSTEM:

Prior to the submission of the bills in physical form, supplier shall submit the bills in SJVN vend or bill tracking portal available in SJVN official website https://www.sjvn.nic.in under quick link s ection. Further, supplier may track the status of bills online through Vendor Bill tracking syste m. In order to use this system, a user manual for supplier is available under Vendor bill trackin g system section. Supplier is required to enter the user ID, password and OTP (one-time passw ord) for every log in. The user ID and password shall be obtained from the concerned departm ent of SJVN Ltd. However, the OTP will be received to the supplier in the registered mobile num ber provided by supplier to the concerned department. Once the supplier has received its user name 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 c an 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 auto mated unique VITMS number (Reference Number) both in its registered email ID and mobile nu mber.
- On receipt of the physical bill, concerned SJVN official shall online acknowledge the receipt of th e bill. All the actions taken by the concerned officials of SJVN can be easily been tracked in the "I nvoice Status Section" by supplier.
- After the final payment, vendor can download the details of the payment under check forwardin g 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 attach ments 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 th e Contract.

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

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

(f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of va lue 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 proc urement process or the execution of a contract to the detriment of the Owner and inclu des collusive practice among Bidders (prior to or after Bid submission) designed to esta blish bid prices at artificial non-competitive levels and to deprive the Owner of the ben efits of free and open competition".

2.0 CONTRACT PERFORMANCE SECURITY

2.1 **FOR MATERIAL AND ICT/SERVICE PART** [i.e BOQ item Sr. no 1 to 5 as per ATC[ITB] clause Sr. no 5.0(5.1) above]: Within **Twenty Eight (28) days** of receipt of the notification of Contract awar d i.e. from the date of issue of LOA/GeM Contract, the successful Bidder shall furnish to the Owner , an unconditional performance security **Five percent (5%)** of the total contract price excluding AMC charges with validity up to **60 days after the completion of Warranty Period {Refer cl ause 5.0(5.1)}.**

2.2 **FOR Annual Maintenance Contract(AMC):** Within **Ninety (90) days** before expiry of **Warra nty Period** (as below at Sr. No. 5.1), the successful Bidder shall furnish to the Owner, an uncondit ional Performance Security **Five percent (5%)** of the contract price for AMC with validity upto 6 0 days after AMC period[Refer ATC[ITB] clause no. 5.17 above]

2.3 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 per applicable shall be attributable to the Contractor.

2.4 For material and ICT/service part including mandatory spares:- 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 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(Annexure-G)/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 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.

2.6 **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 as above.**

2.7 For the AMC: The Performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after expiry of AMC contract period of the control system under the scope of the contract.

2.8 **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, the last day of submission of CPG shall be next working day.

2.9 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

4.1 The goods to be supplied shall be insured for all risks by the supplier till it is delivered at O&M, stores, NJHPS, SJVN, Nathpa & completion of installation, testing, commissioning at site, Power House, NJHPs, SJVN Ltd. Nathpa & handing over the system to SJVN.

- The contractor to take insurance cover as per tender and Insurance policy should be shared before the dispatch of the material and material shall be only permitted for dispatch if the Insurance Policy is as per contract requirements.
  The comments of the acceptance Insurance Policy shall be given by SJVN with in two (02) working days after receipt of the same.

  The Insurance policy towards **STORAGE CUM ERECTION (SCE)/INSTALLATION ALL RISKS COVERAGE 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 with in 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 Nathpa.
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 Nathpa 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 Nathpa 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 Nathpa.

(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 NATHPA, 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 s 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 work. SJVN shall bear no responsibility and financial liability for any mishap/accident for contractor man power / machinery.**

5.0 WARRANTY

5.1 The Complete material and services supplied under the scope of contract shall be covered under Warranty for a period of **one (01) year** from the date of successful supply, Installation, Testing, Commissioning & handing over the entire control system to SJVN Ltd and acceptance of the same. In case of any defect found in the system/equipment due to poor quality of equipment and poor workmanship within warranty period, the Contractor shall rectify or replace the faulty component free of cost at site, NJHPS, SJVN Ltd. Nathpa within one month from the date of notification of such defect by the SJVN/EIC. 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/GeM Contract.

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 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 c ause 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 **Eighty percent (80%)** Payment of **material part [BOQ items Sr. no. 1 to 4]** including (100%) taxes and duties shall be made within 10 days after delivery of complete material at O&M Store NJHPS, SJVN, Nathpa 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 unconditional acceptance of letter of Award/GeM Contract.

iii. Copy of GST No. &PAN No. with 1st bill only.

iv. Copy Contract Performance Security as per ATC [GCC] Clause Sr. no. 2.0(2.1) with 1st bill only.

v. Copy of Integrity Pact with 1st bill only.

vi. Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Nathpa by EIC or his authorized representative or consignee for receiving of complete material in good condition with 1st bills.

vii. Insurance Policy as per ATC [GCC] clause Sr. no. 4.0 above.

viii. Inspection report as per ATC [ITB] clause Sr. no 6.2 & 6.4 above. The SJVN/EIC shall submit the inspection Report.

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

x. Copy of MDCC issued by indenting department of SJVN/EIC.

7.2 **Balance Twenty percent (20%)** payment of the **material part** and **Hundred percent (100%)** payment of **Service part [BOQ item Sr. no. 5 i.e installation, testing and commissioning charges]** shall be made within 30 days after completion of entire scope of work {as per scope of work & technical specification enclosed along with bid} and handing over the entire system to

SJVN and on submission of following documents to consignee for the release of the payment:

i. Invoices in Triplicate.

ii. Copy/scanned copy of warranty Certificate as per ATC (GCC) 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/GeM Contract.

iii. Copy of certificate issued by EIC for successfully completion of the entire scope of work under the contract has been completed by the supplier/contractor.

iv. Handing over certificate by the contractor.

v. Taking over certificate by the EIC.

vi. Operation and maintenance manual.

vii. Approved drawing, circuit diagrams and list of recommended spare parts.

viii. Documents as per Technical specification enclosed (if any).

7.3 **FOR AMC AFTER WARRANTY PERIOD:** 100% prorate yearly payment for AMC charges shall be made within 30 days after completion of the work under the contract and on submission of following documents to EIC for the release of the payment: -

(i) Bills in triplicate.

(ii) Copy of GST No. &PAN No. with 1st running bill only.

(iii) Completion certificate issued by EIC for the AMC period whose payment is to be made.

(iv) Copy of Contract Performance Security as per ATC [GCC] clause Sr. no. 2.0(2.2) above with 1st running bill only.

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

a) Name, Address & GSTIN of the Supplier
b) Specific Invoice Number format
c) Name and address of recipient
d) Address of Delivery
e) HSN code of goods and SAC for Services
f) Name and quantity of goods/services
g) Value of goods
h) Rate and amount of tax
i) Other prescribed information Name, Address & Contact Details (Tel. no. etc.) of the Service Provider.

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

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

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

7.6 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 res pects.

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

7.7 **TAX DEDUCTION AT SOURCE UNDER GST/IT ACT:** SJVN shall be entitled to make all d eduction towards taxes from the payments to be made to the contractor as may be m andatory 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 **For Supply part/Material part [BOQ items Sr. no. 1 to 4]:** The basic consideration and the e ssence of the Contract shall be the strict adherence to the completion Schedule. The maximum de livery period for the entire scope of supply part including the approval of comprehensive Quality A ssurance Plan (QAP) is to be completed within **90days** from the date of issue of LOA/GeM Contract /GeM contract Provision.

8.2 **For ICT/Service part [BOQ item Sr. no. 5]**: The successful Installation Testing Commissioning of the supplied material and handing over the entire system to SJVN as per detailed scope of wor k/contract is to be completed **within 45 days** from the date of notification of EIC through email/F ax during the period from October to March (lean Hydro Season).

8.3 **DEPUTATION OF SERVICE ENGINEER FOR AMC:** The AMC for three year after warranty perio d is to be completed as per the directions of EIC. The AMC is to be carried out as per the Scope of work enclosed along with the bid. AMC shall include mandatory site visit/remote AMC as per syste m breakdown/requirement or direction of EIC. AMC includes servicing, programming, network trou bleshooting or any other assigned work by EIC. Contractor shall depute manpower within 48 hour s for troubleshooting of problem upon lodging of complaint and complete the work by 7 days from the complaint date.

9.0 **LIQUIDATED DAMAGES**

9.1 If the contractor fails to complete the delivery of complete material including mandatory spare p arts within the period(s) specified in the Contract, the Owner shall, without prejudice to its other r emedies under the Contract, deduct from the Contract Price, as Liquidated Damages, as specified here in below.

9.2 **Supply Part:-** The L.D. charges for delay in delivery of entire scope of supply of material including mandatory spare parts [i.e 90 days] 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 for the total contract value of supply part only. The total amount of L.D. charges for delay under the Contract will be subject to a maximum of five percent (5%) of the contract value of supply part.

9.3 **Service Part/ICT part**: If the bidder fail to complete the installation, testing, commissioning & handing over the system to SJVN within **45 days** as stipulated at **clause 8.0(8.2)** above, then the L.D shall be levied @ ½% per day of the Contract price of ICT part/service part, subject to a maximum of five percent (5%) of the total Contract price of ICT/service part.

9.4 **AMC part:** If contractor fails to rectify the fault within the stipulated period at clause 8.0(8.3), then the L.D shall be levied @ 1% per week of the Contract price of Annual AMC value, subject to a maximum of Five percent (5%) of the Contract price of AMC value for each year and contract shall also be extended for the delayed period.

9.5 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.

9.6 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 wit hout compensation to the Contractor, provided that such termination will not prejudice or affec t 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 e xtent specified in the notice, make all reasonable efforts to obtain cancellation of all orders an d 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 com pensation, 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 ext ent 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 Con tractor, arising out of the Contract for the performance of the Works whether during the progres s 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 fin al and binding upon the parties until the completion of the entire work under the Contract and s hall forthwith be given effect to by the Contractor who shall comply with all such decisions, wit h 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 arbitrati on 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 reque sted as aforesaid or in the event of either the Owner or the Contractor being dissatisfied with a ny such decision, or within ten (10) days after the expiry of the first mentioned period of ten (1 0) 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, eit her party may forthwith give to the other, notice, in writing , of the existence of such q uestion, 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 fi rm 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 b e named by the President of Institution of Engineers, India. If either of the parties fails to appoi nt its arbitrator within thirty (30) days after receipt of a notice from the other party invoking th e arbitration clause, the President of the Institution of Engineers, India shall have the power at t he request of either of the parties, to appoint the arbitrators. A certified copy of the said Presid ent 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 s tatutory modification thereof.

14.3 In the event of the Contractor, that is to say a foreign supplier, the arbitration shall be conduct ed by three arbitrators, one each to be nominated by the contractor and the Owner and the thi rd by the President of the International Chamber of Commerce. The Arbitration shall be cond ucted in accordance with the rule and procedure for arbitration of the International Ch amber of Commerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (6 0) days after receipt of a notice from the other party invoking the arbitration clause, the Presid ent of the International 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 ap pointment 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 e xpenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrator s may, from time to time with the consent of all the parties enlarge the time for making the aw ard. In the event of any of the aforesaid arbitrators dying, neglecting, resigning of being unabl e 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 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 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/GeM Bid.
- ► 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 oth erwise, 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 FINAL ACCEPTANCE /TAKING OVER

(a) The supplier/Contractor shall be responsible for the quality and performance of all equipment and materials and for their compliance with the specifications until Final acceptance / Taking Over and the fulfillment of Defect Liability provisions of the contract.

(b) Upon successful completion of all works as per scope by the supplier/Contractor, the Engineer shall issue to the Supplier/Contractor a Taking Over Certificate as a proof of the final acceptance of the equipment/material. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the operation and /or cause any serious risk to the equipment's. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the contract after issuance of such certificate.

20.0 ENGINEER IN CHARGE (EIC):- Dam In-Charge, NJHPS, SJVN Ltd Nathpa (who shall be the EIC of this Contract).

21.0 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., Nathpa, Distt. Kinnuar (HP)
Pin-172115 (INDIA)

Remarks: - All post award communication regarding delivery of the material, release of EMD, payment of material and services excluding AMC charges & CPG etc are to be carried out with consignee at above contact information[i.e material and ICT part]

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The pre-bid queries raised by the bidders and SJVN's replies to the queries for GeM Bid Ref. No. **GEM/2026/B/7372980 dated 28.03.2026** are as follows:-

Sr. No	Pre bid queries raised by the bidder.	SJVN reply
1	We understand each gate will have independent dual redundant PLC control system, with PLC CPU + IO in one panel and only CPU controller in another panel , is it correct, then What will be the distance between the Main CPU+I/O station and Standby CPU (wall mounted panel)?	With reference to the requirement of Separate panel for installation of 2nd CPU is hereby **deleted**. Both the CPUs are to be installed in the same panel **(provided by the contractor)** in ring topology with the communication module and HMI.
2	We understand both these panels need to be supplied by the vendor or only the CPU + IO station panel to be supplied new and wall mounted panel shall be used from the existing panels?	Please refer above Sr. No 1.
3	Please clarify, whether all the 4 sets of radial gate control panels are in the same control room? if all are in the same room, can we club all the IO requirement in to one redundant PLC system.	The 04 Panels for 4 radial Gates are in two different room separated by around 50 meters . Further each Radial Gate has to be provided by a dedicated redundant PLC Control System .
4	Accordingly, Only One touch panel HMI shall be mounted on CPU+IO panel door for each Radial Gate control system and no need of second HMI here.?	As above dedicated HMI panel is to be provided for each Radial Gate.
5	For mounting SCADA servers, we understand a suitable may 27U rack with colling arrangement is required to be supplied, however, the size of the monitor is not mentioned, both the servers shall be operated through separate keyboard and mouse or common key board and mouse with KVM switch. All the operation are through the client systems and shall be free issue items by customer?	Provide separate rack (Min 27U) for each server with 01 No. Monitor, 01 No. mouse and 01 No. keyboard for configuration and setup of Servers.

6	Please provide the distances betwe en Radial gates control room and I ntake gates control room and SCAD A control room?, who will be doing t he cabling between these stations, OFC or	· Cable Distance between Radial g ate local Panel 1 to Radial Gate L ocal Panel 2: **around 50 meters .** · Cable Distance between Radial G ate Local Control Room to Dam C ontrol Room: **around 80 meter.** · Cable Distance Between Dam Co ntrol Room to 1^{st} Intake Gate Pan el: **Around 130 meters** · Cable Distance Between 1^{st} Intak e Gate Panel to 2^{nd} Intake Gate P anel: **Around 60 meters** · **The cabling is in the scope of contractor.**
7	Normally Firewalls shall be used wh ere external communication link is involved, where as in the current ar chitecture drawing, fire walls betw een SCADA servers and PLC syste ms at Radial gate control room and Intake gate control rooms are show n ? In such case how can we get re dundant link between SCADA and P LC systems? We may need to use media Converters for extending red undant link, please provide clarity	Since the distance between th e components are long, firewa ll is to be provided at each end so that communication ca n be encrypted in between. Fir ewall with SFP Ports can be us ed Media Converter (Industrial Grade) or Managed Switch (In dustrial Grade) may be provid ed in addition to the firewall or extension of OFC network if Fi rewall without OFC Port is use d.
8	In intake gate control PLC, we unde rstand PLC CPU and IO can be on th e same rack, need not be separate rack?	In the Intake Gates there are t wo panels, i.e. one local panel and one remote panel. PLC, IO and 1 no. HMI are to be provid ed in the Local Panel and 1 H MI and Control Buttons needs to be provide in the separate r emote Panel.
9	In Intake gate distance between CP U+IO and standalone HMI panel wit h Push buttons,? Pushbuttons need to be connected to the PLC for logic programming and to achieve i ntended functions.	The distance between Local p anel and remote panel is arou nd 11 meters and cable length will be around 20 mete rs.

10	How many level transmitters are there for each intake gate: 1 no Radar and the other is also Radar /what? Please clarify?	01 No. Radar Sensor is to be provide for each Intake Gate i.e. **total 04 Nos. Radar Sensors** are to be provided for 04 Intake Gates. **In addition this 1 Radar Type Level Transmitter is to be provided for Dam Reservoir** and its data to be integrated to each Intake Gate Local and Remote Panel. Cable length from Nearest Intake Gate is approx.. 20 meter.
11	Field/ signal cables from instruments to PLC is on whose scope, shall we assume existing cables only shall be used for all the signals and any cables required extra shall be in owner scope.	Existing Wires terminating in the existing panel are to be used for Internal wiring of the panel. **However, cables required for new sensors i.e. pressure sensors (around 04 meter each) and Radar Water Level Sensor (around 20 meter each) are to be provided by the contractor.**
12	Soft starter to motor cables, whose scope?	Existing motor power cables shall be reused for the Soft Starter integration. These cables are to be terminated onto dedicated Power Terminal Blocks within the new panel. The Contractor shall be responsible for the supply and installation of all internal power wiring/cabling from these terminal blocks to the Soft Starter units. All internal wiring must be appropriately sized to match the motor's full-load current and comply with the panel's internal wiring standards.
		A centralized Remote-Control Panel is to be provided for the operation of 05 Radial Gates (including integration with 01 existing Siemens S7-1500R system) and 12 SFT Gates (MicroLogix 1400). The Remote-Control Panel shall include controller/controllers capable of seamless communication with Siemens (Profinet), Allen-Bradley (EtherNet/IP/Modbus) platforms and New Controllers provided in the 04 Nos Radial Gates for operation and Status of gates. **Per-Gate Interface Requireme**

13	Common remote-control panel with push buttons is needed in the control room and it is common for all the 4 radial gates only, please confirm.	**nts:** · **Command Inputs:** o **Open:** Green (Push Button with Cover) o **Close:** Green (Push Button with cover) o **Stop:** Red (Push Button with cover) § **Status Indications (LED):** o **Gate Fully Open:** Red o **Gate Fully Closed:** Green o **Fault/Trip:** Amber (Flashing). o **Intermediate/Partial:** Blue or White. § **Position Monitoring:** o **Gate Opening/Position:** Programmable Digital Panel Meter (driven by 4-20mA signal). The layout of the Control and indication for panel should be uniform for each type of Gate and easily identifiable, properly labelled. **Design & Scope:** The layout must be strictly modular and symmetrical (Grouped by Gate Type). The contractor's scope includes the **Communication Network Architecture**, I/O mapping, protocol conversion, and supply of all hardware including Interposing Relays and Managed Industrial Ethernet Switches.
14	SFT gate control Panel Specs & Qty.	Already provided in the above reply.
15	Qty. of Soft Starter panel	04 Nos. of Soft Starter for 55KW three Phase Induction Motor are required for 04 Nos. of Radial Gate Panel and 02 Nos. are to be provided as spares.

16	Total Length of FO cable	Details of various length has been already deliberated in the above reply.
17	Exact distance between Redundant CPUs.	This aspect is already covered in the above reply.
18	**Total no. of HMIs with sizes**	The details of HMI as **follows****

****Details of Qty. of HMI**		
S. No	**10 inch (Diagonal)**	**7 inch (Diagonal)**
Radial Gate Local Panel	4	-
Radial Gate Local Panel	-	4
Intake Gate Remote Panel	-	4
Spare	1	1
Total	**5**	**9**

19	Specs for Remote control Panel with Qty.	The details of qty. of remote panel is given below: 1. **04 Nos. of Remote Panel** for Intake Gates i.e. 01 No. for each Intake Gate 2. **01 Remote Panel** for 05 Radial Gates and 12 SFT Gates in Dam Control Room. The details of specifications of remote panel of Intake Gates has been provided under INTAKE GATE CONTROL SYSTEM>HMI terminal in the TS of the bid and for remote panel of Radial and SFT Gate has been covered in above reply.

20	Please confirm Supply of SFT gate control Panel is not in Our scope.	Supply of Local Panels of SFT Gates **are not in the scope of Contractor**, **however 01 No. Remote Panel for 05 Nos. Radial Gates and 12 Nos. SFT SFT Gates is in the scope of Contractor.**
21	Specs for Remote control Panel with Qty.	04 Nos of Remote Panel for Intake Gates are to be provided and 01 No. of Remote Panel for 05 Nos. Radial Gate (including one panel with Siemens (S7-1500R Controller) and 12 Nos. of SFT Gates (Allen- Bradley Micrologix 1400) is to be provided. The Specification for Remote Panel for Intake Gate have been provided in the TS
22	Schedule of AMC visits.	There is no specific schedule of site visit. However AMC is to be provided in the form of Remote support or onsite maintenance in case of any breakdown or problem or any improvement with the PLC System or SCADA system for rectification as per requirement and direction of EIC.

Remarks: The above SJVN replies shall be applicable to all the bidder(s) and accordingly same are to be complied by the bidder(s). The bidders who have already submitted their bid may revised if desired.

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6. Buyer uploaded ATC document Click here to view the file.

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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions