

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-06-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-06-2026 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 - Hiring of Fully Manufactured factory built up staff buses of 42-seater capacity
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Bus Hiring Service - Regular Basis
अनुबंध अवधि /Contract Period	6 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	14106758
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	282136

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	78

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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 security should 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 Ltd. 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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.

6. 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.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1779777643.pdf](#)

Payment Terms:[1779777724.pdf](#)

GEM Availability Report (GAR):[1779777741.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1779777818.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1779779192.pdf](#)

Custom Bid For Services - Hiring Of Fully Manufactured Factory Built Up Staff Buses Of 42-seater Capacity (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Fully Manufactured factory built up staff buses of 42-seater capacity
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
----------------------------------------------------------------------------	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Amardeep Hansda	172115,STORES DEPTT NJHPS SJVN LTD NATHPA DISTT KINNAUR (HP) PIN 172115	Project / Lumpsum Based	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

A. INSTRUCTIONS TO BIDDERS (ITB)

1.0 PLANT INFORMATION

The 1500 MW Nathpa Jhakri Hydroelectric Power Plant is located between Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh.

2.0 COMMUNICATION AND TRANSPORT LIMITATION

The Plant Site is located in the interior of Himachal Pradesh. The dam is located on the Sutlej River near village Nathpa in District Kinnaur. The underground power house is located near village Jhakri in District Shimla. Jhakri is ahead of Shimla, the capital of the State of Himachal Pradesh about 150 Km on NH-5.

The rail head (broad gauge) is at Kalka (NR). Kalka is about 235 Km (Approx.) from Jhakri.

Approximate Distance from Kalka	To Mumbai	To Kolkata	To Chennai

(i) By Rail	1906	1809	2558
(ii) By Road	1753	1791	2482

The distance from Kalka to Delhi by road is 285 Km (approx.).

From the Kalka rail head, the Project is approachable by the following roads/routes:-

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

Transport Limitation

The transport limitation by road from Kalka to the Plant Site at Jhakri would be the governing factor in respect of the permissible package size and weight. Bidder should consider all factors as can be envisaged for transportation of equipment to avoid and overcome the hindrances/ limitations on an existing road on account of weather conditions and any other reasons without affecting the schedule.

3.0 MINIMUM QUALIFYING REQUIREMENT: As per PQR (Annexure-A) uploaded on the GEM Bid.

4.0 SCOPE OF WORK/PROPOSAL: The detailed scope of work/proposal includes "**Hiring of Two (02) nos. Fully Manufacturer factory built-up staff buses 42-seater capacity (+/- 2 seats) of any reputed manufacturer for NJHPS duties at Nathpa and Jhakri for Six Year from the date of first Insurance or 1,50,000 Kilometre odometer reading whichever is earlier**" as per Scope of Work and Terms & Condition enclosed at Annexure-B. The BOQ for the same is as under:

Sl. No	Description	Unit	Qty per month
1.	Monthly hiring Charges	Month	01

2.	Overtime rate per hour beyond 12-hour duty	Per hour	16
3.	Night Halt Charges beyond 12 hrs. outside project Area	Per night	01
<p>Note:</p> <ol style="list-style-type: none"> The fuel (Diesel) charge and GST will be paid extra as per applicable rate. The mileage will be paid as 5.1 km /Liter. Reimbursement of the fuel cost shall be made at prevailing market rates as per Sr. No. 8.0 of Scope of Work enclosed at Annexure-B. Calculation for Fuel Charge will be done as: Diesel Rate x Total Kilometer run during the month/ mileage of the Vehicle. All the participated bidders will also have to submit breakup of quoted price with GST as per Annexure-D enclosed. The break-up of contract price as above shall be the integral part of the contract and the payment shall be regulated as per the break-up only. <u>No Price Part/Price Breakup is to be submitted along with techno-commercial part of the bid otherwise bid shall be rejected as per GEM GTC Clause no . 3.0(xvii).</u> The charges at Sr. No. 2 & 3 shall be paid at actual. 			

5.0 EARNEST MONEY DEPOSIT/BID SECURITY:

5.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting to **₹ 2,82,136/- (Rupees Two Lacs Eighty-Two Thousand One Hundred Thirty-Six Only)**.

5.2 **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 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/ Startup firm only after verification of their MSE registration on MSME Databank {i.e. on website <https://udyamregistration.gov.in>} and DPIIT website { <https://www.dpiit.gov.in> }.

5.3 The bidder must also submit the bid security declaration form as per **Annexure-C**. enclosed.

5.4 The cost for purchase of bid document & 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.

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

5.6 **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}** or BG (**As per SJVN Format(Annexure-I)/GeM standard format**) is also acceptable. In case the EMD/Bid Security is submitted in the form of a Bank Guarantee, the Supplier's/Contractor's bank shall, while issuing the physical Bank Guarantee, also send an electronic confirmation via the SFMS to the Employer's/Buyer's beneficiary bank, as per the details provided in ITB Clause 5.0(5.4). The FDR/TDR/BG in original/physical form should reach preferably on or before bid closing date at the address given below:

HOD,

(Procurement & Contract Department),

NJHPS, SJVN Ltd. Jhakri,

Distt. Shimla (H.P.)-172201

If EMD in the form of FDR/TDR/BG does not reach in physical form within Ten (10) days after the closing date, the bid(s) shall not be entertained and such bid(s) shall be treated as late bid(s)/non-responsive bid(s).

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. 5.4 & 5.6 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.

-
- 5.7 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 sent as per clause no. 5.4 & 5.6 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.
- 5.8 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the opening of Price bid
- 5.9 The bid security of the successful bidder will be returned when the bidder has furnished the required performance security.
- 5.10 No interest shall be payable by the Owner on the above Bid security.
- 5.11 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/Bid 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/bid 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 .

6.0 SUBMISSION OF BIDS:

6.1 The bid is called under two (02) parts as under: -

A. Price/ Financial bid part: All the bidders shall quote the price (inclusive of GST) for the item rate" basis such that the total bid price covers all the service provider's obligations mentioned in or to be reasonably inferred from the bidding documents. The format for calculating the Total Price is as per Annexure-D (i.e. Break-up of Quoted Price).

- Ø All the bidders are requested to go through the Annexure-D (i.e. Break-up of Quoted Price) before quoting their price (inclusive of GST) on GEM Portal.
- Ø The bid estimated value is inclusive of GST@18%.
- Ø Bidders are advised to check the applicable GST on their own before quoting. SJVN Ltd. will not take any responsibility in this regard. The applicable GST shall be released on submission of GST invoice as per GST act.

Note:

1. All participating bidders must submit the **BREAKUP OF THE QUOTED PRICE AND GST in the prescribed format enclosed as Annexure-D, along with the Price Bid online.**
2. If any discrepancy is found in Price breakup (i.e. Price Break Up Schedule Annexure-D) 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-D) shall be adjusted/corrected accordingly in the Price Break Up Schedule Annexure-D. Format of BOQ/Price Break Up Schedule is enclosed as Annexure-D.
3. The submitted price break-up shall form an integral part of the contract, and all payments shall be regulated strictly in accordance with the approved break-up.
4. **No Price Bid/Price Break-up shall be submitted with the Techno-Commercial Bid. Submission of any price-related information along with the techno-commercial bid shall lead to rejection of the bid, in accordance with GeM GTC Clause 3.0(xvii).**

B. Techno-Commercial bid part consist of followings:

- (i) Documents as per **PRE-QUALIFICATION REQUIREMENT for Proven Experience, Annual Financial Turnover etc. (as per Annexure-A enclosed).**

- (ii) **Earnest Money Deposit (NEFT/RTGS/FDR/TDR/BG) / Copy of MSE/ NSIC /Start Up India certificate /Exemption Certificate as per clause no. 5.0 above.**
- (iii) **Bid Security Declaration Form as per Clause No. 5.3 (Annexure-C).**
- (iv) **Pre-Contract Integrity Pact as per clause no. 8.0 below {as per Annexure -E enclosed}.**
- (v) **Self-Declaration/Certification regarding Local Content as per Sr. no. 9.0 below (as per Annexure-F enclosed).**
- (vi) **Undertaking regarding Land Border Sharing as per Sr. No. 10.0 below (as per Annexure-G enclosed).**
- (vii) **GST registration certificate [The active GST registration is mandatory, without which bid shall be outrightly rejected].**
- (viii) **Copy of PAN No.**
- (ix) **TReDS Registration Details or else undertaking (as per format enclosed at Annexure-H) as per Sr. no. 11.0 below.**
- (x) **Bank details duly authenticated by bank/ copy of cancelled cheque.**

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

Remarks:

- ▶ **Any information relating to Price Bid shall not be included in the Techno-Commercial Bid Part. A Techno-Commercial Bid Part containing any information related to price bid shall be declared non-responsive.**
- ▶ SJVN reserves the right to ask the additional information after the opening of the bid.
- ▶ **The bidder not submitting the information/documents as per Techno-Commercial bid part as above shall be considered non-responsive & their price bid shall not be opened.**
- ▶ The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.
- ▶ SJVN reserves the right to ask the additional information after the opening of the bid.

7.0 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 integrity pact as per clause no. 8.0 of ATC.** 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 detrimental to 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 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.

8.0 ADOPTION OF INTEGRITY PACT:

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed in **ANNEXURE-E**) is a basic qualifying requirement. If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture. In case of sub-contracting, the principal contractor shall be solely responsible adherence to the provisions of IP by the sub-contractor(s).

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

1. Sh. Devendra Verma , ISS (Retd.)

604, Tower-14, Purvanchal Royal City, Chi V,

Greater Noida, G.B. Nagar(UP)-201310

Email: verma.davendra@gmail.com.

2.Sh. Prashanta Kumar Agarwal, IPS (Retd.), Independent External Monitor,
House No. 762, Sector-17,
Faridabad (HR)-171002.
Email: agarwal.prashanta@gmail.com.

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.

9.0 Preference for procurement of goods/Services/Works from Local Suppliers under Public Procurement (Preference to Make in India) Revision PPP-MII order 2017 dated 16/09/2020 & MOP order 28/07/2020 in respect of Hydro Power Sector and DPIIT order ref. no. P-45021/2/2017-PP(BE-II)-Par-(4) Vol-II dated 19/07/2024:

9.1 Only Class 1 local supplier/contractor shall be eligible to bid in this tender.

9.2 Local Supplier Categories: Class-I Local Supplier- Minimum Local Content = 100%.

9.3 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.

9.4 The bidder will submit following along with their bid:-

1. Country of origin of Material/ Equipment/Services
 2. The bidder will submit the percentage (%) of local content along with Self certification/declaration regarding Local Content in line with PPP-MII order, if applicable, to be submitted on a letter head of company **{As per Format enclosed at Annexure-F}**.
- 9.5 In line with the revised PPP-MII order 2017 dated 04/06/2020, the bidder shall submit the self-certification/declaration, 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 letter head of the company.
- 9.6 ***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.***
- 9.7 The bidder shall have to be an entity registered in India in accordance with law.
- 9.8 The bidder shall follow Indian laws, regulations and standards.
- 9.9 Formation of new joint venture in India shall be permitted only with the Indian companies.
- 9.10 Tendering by the agent shall not be accepted.
- 9.11 For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
- 9.12 Domestic Content requirement (based on the cost of the product) shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).
- 9.13 The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available. The cost of the same India shall be in the scope of contractor.

Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report

It shall be submitted to the procurer/appropriate Authorities

10.0 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/circularification 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-G** 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.

11.0 MANDATORY REGISTRATION ON TReDS PORTAL FOR MSME VENDORS:

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

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

Therefore, all MSEs Vendors in their own interest are hereby requested to register themselves on TReDS portal. The contract shall be awarded to eligible MSE bidders only if they get themselves registered on TReDS portal. Therefore, the bidders shall submit the TReDS registration details along with their bid or else can also submit an undertaking (**as per format enclosed at Annexure-H**) 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.

12.0 SIGNING OF THE CONTRACT AGREEMENT (Format Annexure-I enclosed)

- I. The Contract Agreement shall be signed only after submission of required CPG/PSD by the contractor in line with relevant provisions of contract and its acceptance by EIC/OICs/P&C.
- II. The Contract Agreement (s) will be signed in three (3) originals on non-judicial Stamp Paper (03 Nos) of ₹ 100/- each along with Six (06Nos) copies of judicial paper of ₹ 1/-each within 30(thirty) day

s of issue of Notification of awards/letter of Awards and the contractor shall be provided with one signed copy of "Original Agreement" and other will be retained by the owner. **The non-judicial stamp papers & judicial papers are to be purchased from Himachal Pradesh only.**

- III. The agreement shall be signed by the authorized signatory of contractor. , **While signing of agreement, satisfactory evidence of authority of the Authorized Signatory signing on behalf of the Contractor shall be furnished on non-judicial stamp paper of an appropriate value in the form of a Power of Attorney/Authorization Letter, duly notarized by a Notary Public , indicating that the Authorized Signatory signing the agreement have the authority to sign the agreement and that the agreement is binding upon the contractor.**
- IV. Subsequent to signing of the Contract(s), the contractor at his cost shall provide the owner with at least four (4) copies of Agreement (Hard Bound) within twenty (20) days after signing of the contracts.

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

-

B. GENERAL CONDITION OF CONTRACT (GCC)

1.0 PERIOD OF CONTRACT: The services are to be carried out/provided as per the direction of EIC or his authorized representatives from time to time during the contract period as under:-

- a) **The buses to be deployed within One Hundred Twenty (120) days after the issue of Contract on GeM Portal.** If the contractor fails to deploy the buses within the period(s) specified as above, the LD Charges shall be imposed for delay as per Clause 5.0(ii).
- b) The contract shall be for the period of **six (06) years from its 1st purchase or 1,50,000 Kilometer odometer reading whichever is earlier.** The contract period can be **extended further for a period of six (06) months on same rates, terms and conditions subject to satisfactory performance & mutual consent.**

2.0 CONTRACT PERFORMANCE SECURITY

The tenderer, whose tender is accepted will be required to furnish security deposit for the due fulfillment of his contract. Micro or Small Enterprises (MSE)/NSIC/Startup India registered firms are not exempted from the submission of Security Deposit amount.

The Security Deposit shall comprise the following:

- i. Performance Security Deposit to be furnished by the service provider within 28 days from the date of issuance of Letter of award.
 - ii. Retention Money to be recovered from Interim bills of the service provider.
- (a) Within **twenty-eight (28) days** from the date of issue of LOA, the service provider shall furnish to the Owner, an unconditional performance security for **three percent (3%)** of the Contract Price (Based on Monthly Hire Charges) for a period of six (06) years for due performance of contract. The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee **As per SJVN standard format enclosed or as per the standard format of GeM (if any)}** issued preferably by a nationalized Bank/ any scheduled as per RBI guidelines, acceptable to the Owner or in the form of FDR or TDR (pledged in favour of NJHPS, SJVN Ltd. Jhakri) or Online Bank Transfer in SJVN Bank (As per bank account detail mentioned in ITB, Sr. No. 5.4) etc.
- (b) **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.**
- (c) **In case last day of submission of performance security happens to be a bank holiday , the last day of submission shall be the next working day**
-
- (d) **Retention money shall be deducted by the Engineer-in-Charge from the interim bills of the service provider @ five percent (5%)** of the total value of each bill towards security deposit, till such accumulated retention money adds up to maximum three (03) months Monthly Hire Charges (as per award).
- Note:** The security deposit shall be valid for a period of sixty days beyond the completion period of contract. The security deposit shall not attract any interest from SJVN Limited.
-
- (e) The performance Security shall be forfeited in the events of breach of contract by service provider.
- (f) The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.
- (g) The performance security will be discharged by the Owner and returned to the service provider not later than sixty (60) days **after the fulfilment of all the contractual obligations by these service provider under this contract. Further, Service Provider shall submit "No Claim Certificate" as per format enclosed at Annexure-I, before release of CPG.**

- (h) In case of extension of contract, if required, the contract performance security needs to be extended as per the extension accorded.
- (i) **No interest shall be payable by the SJVN on Contract Performance Security.**

3.0 FORCE MAJEURE

The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to provide services as per scope of work/proposal 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 other causes, contingencies or circumstances not subject to their control, whether of a similar or dissimilar nature which prevents the Service provider from completion of entire scope of work/proposal. 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.

If a Force Majeure situation arises, the Service provider shall promptly notify the Owner in writing of such condition and the cause thereof. Unless otherwise directed by the Owner in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.0 PAYMENT TERMS

4.1 The pro-rata monthly payment within 10 days on submission of following mentioned documents to EIC for release of payment:

- (i) Monthly Bill Complete in all respect.
- (ii) Copy of Unequivocal acceptance of Letter of award & Copy of agreement (along with 1st bill only).
- (iii) Copy of GST No. (along with 1st bill only) & PAN (along with 1st bill only).
- (iv) Monthly bill (for the period of which payment is claimed) to be processed on verification of log book by concerned department/EIC.
- (v) Copy of the Contract Performance Security as per Sr. No. 2.0 above (along with 1st bill only).

Note: This however, shall not be linked with liability of the service provider to pay wages to his /her workers as per the provisions of payment of minimum Wages Act

4.2 **The applicable GST shall be released separately on submission of GST invoice as per GST act.**

4.3 The payment shall be released through electronic fund transfer. Bank charges if any, shall be borne by the Service provider.

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

4.5 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 Service provider
- 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 Provider: -

4.6 **TAX DEDUCTION AT SOURCE UNDER GST & INCOME TAX ACT:** SJVN shall be entitled to make all deduction towards taxes from the payments to be made to the service provider as may be mandatory as per rules under GST & Income Tax Act. However, SJVN shall give a statement in respect of such deductions to the service provider.

4.7 All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & Small Enterprises) supplier/service provider 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 service provider /supplier.

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

- 4.8 All the payments for the service provider and/or services (as applicable) rendered by non-MSEs (Non- Micro & Small Enterprises) supplier/ service provider under the contract shall be released within forty-five (45) days from the receipt of invoices/bills from the service provider/ supplier complete in all respects.

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

5.0 L.D. CHARGES /PENALTY

- i. If the contractor fails to deploy the buses within the period(s) specified in the Contract (Clause 1.0 as above), the L.D. Charges @ 1/2% (Half percent) per week or part thereof of the total contract price shall be imposed for delay. The total amount of L.D. Charges for delay in deployment of buses will be subject to a maximum of five percent (5%) of the Total Contract Price.
- ii. The Penalty shall be as per Sr. No. 37(a to f) of Scope of Work enclosed at Annexure-B.
- iii. The maximum L.D. Charges under this contract including all penalties during the entire period of the contract shall be 10% of the total contract price.

6.0 TERMINATION OF CONTRACT ON SERVICE PROVIDER'S DEFAULT

- 6.1 The Owner, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider, may terminate this Contract in whole or in part:
- (a) if the Service provider fails to complete any part of the proposal 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 Service provider fails to perform any other obligation(s) under the Contract.
 - (c) If the Service provider, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 6.2 In the event the Owner terminates the Contract in whole or in part, the Owner may get scope of proposal completed, upon such terms and in such manner as it deems appropriate, Services similar to those not completed, and the Service provider shall be liable to the Owner for any excess costs for or such similar Services. However, the Service provider shall continue performance of the Contract

to the extent not terminated.

6.3 Also refer Clause. no. 8.0 below.

7.0 TERMINATION FOR INSOLVENCY

The Owner may at any time terminate the Contract by giving written notice to the Service provider if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, 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.

8.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

8.1 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 "Service provider's Default" and "Outbreak of War". The Owner shall in such an event give three (03) months' notice in writing to the Service provider of his decision to do so.

8.2 The Service provider upon receipt of such notice shall discontinue the process of completion of scope of proposal 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 contract terminated, and assist the Owner in storage, maintenance, protection, and disposition of the works acquired under the contract by the Owner.

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

8.4 The contract for hiring of buses can be terminated by serving three (03) month notice from the either side without assigning any reasons.

9.0 SETTLEMENT OF DISPUTES

9.1 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 Service provider and the Owner's Officer.

9.2 If any dispute or difference of any kind whatsoever shall arise between the OIC and the Service provider, arising out of the Contract for the performance of the supply whether during the progress of the supply or after its completion or whether before or after the termination, abandonment or

r breach of the Contract, it shall, in the first place, be referred to and settled by the Officer, who within a period of ten (10) days after being requested by either service provider to do so, shall give written notice of his decision to the Owner and the Service provider.

9.3 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 scope of supply under the Contract and shall forthwith be given effect to by the Service provider who shall comply with all such decisions, with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

9.4 If after the Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either service provider within ten (10) days from the receipt of such notice, the said decision shall become final and binding on the parties.

9.5 In the event of the Officer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the Owner or the Service provider being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as the case may be, either service provider may require, by written notice to the other service provider, that the matters in dispute be referred to arbitration as hereinafter provided.

10.0 ARBITRATION

10.1 Except as otherwise provided in Clause no. 9.0 above, all questions, dispute or difference in relation to or in connection with the Contract shall be referred for arbitration in the manner provided as under:

a. Either of the parties may give to the other a notice in writing of the existence of such question, dispute or difference,

b. All dispute or difference in respect of which the decision has not been final and conclusive arising between the service provider and SJVN in relation to or in connection with the Contract, shall be referred to Arbitration in the manner provided

as here under:

i) On receipt of such notice, the Employer shall send to the service provider a panel of three persons and thereafter the service provider within fifteen (15) days of receipt of such panel, communicate to the Employer the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Head of Project or the Employer.

ii) Provided that if the service provider fails to communicate the selection of a name out of the panel so forwarded to him by the Employer then after the expiry of the aforesaid stipulated period, the Head of Project shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.

- iii) The Arbitrator to whom the matter is originally referred being unable to act for any reason, then the Employer shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause (ii) herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- iv) The award of the Arbitrator shall be final and binding on both parties to the Contract. The Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne equally by either party.
- v) Irrespective of the amount of claim, the Arbitrator shall give reasons for the award.
- vi) Arbitration and Conciliation Act 1996 or any statutory amendment or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.
- vii) The venue of the arbitration proceedings shall be in Shimla.
- viii) The Language of arbitration proceedings and of all documents and communications between the parties shall be English.
- ix) Notwithstanding any reference to the Arbitration herein,
 - a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree to the contrary.
 - b) The Employer shall pay the service provider any monies due to the service provider.
- x) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the contract.

10.2 The cost of Arbitration proceedings shall be borne equally by either party.

11.0 ARBITRATION (WITH CPSEs)

11.1 ***Notwithstanding the above, in case the service provider 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 Service provider 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.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

12.0 APPLICABLE LAW

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

13.0 NOTICES

13.1 Any notice given by one service provider to the other pursuant to this Contract shall be sent to the other service provider in writing or by cable telex, or facsimile and confirmed in writing to the other service provider's address specified in NIT/NIQ.

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.0 ENGINEER-IN-CHARGE (EIC): EIC of this contract shall be **Dam Incharge NJHPS, SJVN Ltd., Jhakri/Nathpa.**

15.0 CORRESPONDENCE:

(i) All correspondence related to this tender before award of the contract shall be addressed to **DGM(HOD), Procurement & Contract Deptt, NJHPS, SJVN Ltd, Jhakri, Distt. Shimla (H.P.), PIN- 172201. Phone No. 0091-1782-275459 Fax: No. 0091-1782-234049**

(ii) All the correspondences after award of the contract shall be addressed to EIC.

16.0 BILL TRACKING SYSTEM: Prior to the submission of the bills in physical form, service provider shall submit the bills in SJVN vendor bill tracking portal available in SJVN Ltd. official website <https://www.sjvn.nic.in> under quick link section. Further, service provider may track the status of bills online through Vendor Bill tracking system. In order to use this system, a user manual for service provider is available under Vendor bill tracking system section. Service provider is required to enter the user ID, password and OTP (one-time password) for every log in. The user ID and password shall be obtained from the concerned department of SJVN Ltd. However, the OTP will be received to the service provider in the registered mobile number provided by service provider to the concerned department. Once the service provider has received its username and

password from the concerned department, service provider shall follow the below mentioned steps:

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

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such

Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents 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---