

Bid Corrigendum

GEM/2026/B/8014671-C1

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. File Attachment [Click here to view the file.](#)
2. Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

-

A.

INSTRUCTIONS TO BIDDERS (ITB)

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

1.0 General Instructions

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

2.0 Plant Information

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

3.0 Communication and Transport Limitation

The Plant Site is located in the interior of Himachal Pradesh. The dam is located on the Sutlej River near village Nathpa in District Kinnaur. The underground power house is located near village Jhakri in District Shimla. Shimla, the capital of the State of Himachal Pradesh is enroute about 150Km South-West from Jhakri. The distance by road from Jhakri to Nathpa upstream is about 45 Km (Approx.).

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

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

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

(i)	Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur - Jhakri- 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 Jhakri would be the governing factor in respect of the permissible package size and weight. Bidder should consider all factors as can be envisaged for transportation of equipment to avoid and overcome the hindrances/ limitations on existing road on account of weather conditions and any other reasons without affecting the schedule.

- 3.1 SJVN Ltd. reserves the right to accept or reject any or all Bids without assigning any reason for such a decision

4.0 PRE- QUALIFYING REQUIREMENT:-

- 4.1 Proven/Technical Experience:-** The bidder should have experience of having successfully carried out the contract/services for (i) **drone-based LiDAR topographical surveys** and (ii) **bathymetric surveys using a Multi-Beam Echo Sounder (MBES) mounted on and Unmanned Surface Vehicle (USV)** during last seven (07) years ending last date of month previous to one in which tender/NIT is uploaded on web by SJVN.

Remarks: The experience requirements of (i) & (ii) may be fulfilled either through a single contract or through separate contracts

In support of above, Bidder shall submit the followings from end user Clients/Owners:-

- i. Copy (ies) of LOAs/ Work Orders/ Agreements.
- ii. Copy (ies) of satisfactorily completion certificate/ Documentary evidence indicating the date of completion from end user.
- iii. In case the LOAs/ Work Orders/ Agreements are from the Private Company (ies)/firm(s), then copy(ies) of documents establishing the transaction(s) (Copy of TDS/Copy of GST e-invoice or Copy of GST R-1/GST R-9 return downloaded from GST portal, as applicable) for the same are also need to be submitted along with satisfactory completion certificate.

4.2 Financial Requirement: The Bidder must have an average annual turnover of **₹9,42,229/- (Rupees Nine Lakh Forty Two Thousand Two Hundred Twenty Nine Only)** during last three years ending 31st March of previous financial year.

Remarks:

-

- a) *Annual financial turnover should be supported by Annual Report for Financial Standing (Balance Sheet and Profit & Loss Account) of last three (03) years ending 31/03/2026. In case the "Annual Report for Financial Standing / Final Turnover" of previous financial year 2025-26 is not finalized till the submission of bid, the provisional financial turnover for the year ending 31/3/2026 should be submitted by the bidder duly authenticated/audited by the concerned statutory auditor or an authorized practicing Chartered Accountant or an authorized firm of Chartered Accountants, as applicable.*
- b) *CA certificate is also acceptable if "Annual Report for Financial Standing" is not applicable to the bidder as per applicable Act(s)/Rule(s).*
- c) *Annual Report/CA certificate should be authenticated with UDIN.*
- d) *Further any shortfall of document(s) for already submitted details/information for "Turn Over" along with the bid can be asked; however no such document(s) shall be asked if no details/information regarding the "Turn Over" is provided in the bid submitted by bidder(s).*

The turnover shall be mentioned as ₹ 10 Lakhs on GeM Portal due to round-off in GEM bid, however the financial turnover is required ₹ 09,42,229/- as mentioned above for meeting the qualifying requirement of the tender.

4.3 General Conditions of qualifications:

- a. Any kind of subcontracting including joint ventures, consortium formation, associates or group formation to fulfill the qualifying requirements of this tender will disqualify the Bidder i.e. the qualifying requirement at **4.0{4.1 & 4.2}** must be met by the bidder independently.
- b. Detailed scope of work has been described in other sections of bidding documents.
- c. SJVN reserves the right to cancel / withdraw the invitation for bid without assigning any reason and

shall bear no liability whatsoever consequent upon such a decision.

- d. Notwithstanding anything stated above, SJVN reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily, should the circumstances warrant such assessment in the overall interest of SJVN.
- e. Price bid of only those bidders shall be opened who qualify based on the specified qualifying requirements after Scrutiny of details / documents furnished by them and found to be techno- commercial responsive.

-

Remarks: The Bidders shall submit/upload the details of Work executed in the past by them and undertaking in the format enclosed at **Schedule-2**.

5.0 Scope of Proposal

5.1 The complete scope of proposal is as detailed in the Scope of work and special terms and conditions enclosed along with bid.

5.2 The detailed complete Scope for "**Conducting Bathymetric Survey, Sedimentation Study and Drone-Based Topographical Survey of Nathpa Dam Reservoir of Nathpa Jhakri Hydro Power Station (1500 MW), District Kinnaur, Himachal Pradesh**" as per scope of work and additional terms and condition enclosed Annexure-A along with bid. **The BOQ of the bid are as under:-**

Sr. No	Item Description	Quantity	Unit
1	Bathymetric Survey using USV integrated with MBES with SUV and DGPS/RTK system including data acquisition and processing up to MWL. {Detailed scope of work and additional terms and condition Annexure-A enclosed along with the bid}	500000.00	Sqm
2	Sedimentation Study In the Catchment Area of Nathpa Dam. {Detailed scope of work and additional terms and condition Annexure-A enclosed along with the bid}	1	Lumsum

3	LiDAR Drone Topographical Survey including aerial data capture, point cloud generation, DSM, DTM, ortho mosaic, contours, and 3D model {Detailed scope of work and additional terms and condition Annexure-A enclosed along with the bid}	55180	Sqm
---	---	-------	-----

- 5.3** The detailed complete scope as per scope of work and additional terms and condition Annexure-A uploaded along with the bid and same shall be the Integral Part of the Contract.
- 5.4 Deliverables:-** The Bidder shall submit the three (3) hard copies of the final Report, soft copies of all relevant documents/data on an external hard drive of minimum 1 TB capacity, and the final 3D model in AutoCAD-compatible format and other Deliverables data as per scope of work and additional terms and condition enclosed along with the bid.
- 5.5** Boarding & Lodging shall be provided by SJVN Limited on chargeable basis in SJVN guest house (if available).
- 5.6** Local Transportation shall be provided by SJVN limited free of cost.
- 5.7** The Bid shall be evaluated on **Total Value wise L-1 basis** for the entire scope of contract & not item wise L-1 basis.
- 5.8** 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 scope of work, the same may also be sought through emails/GeM portal. 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. Gourav, Asst. Manager, NJHPS, SJVN, Nathpa, Distt. Kinnaur (HP)-172115. Mobile no 9418921471. E-mail ID: gourav.gautam34@gmail.com
 - b) Sh. Surinder Kumar Dhiman, Dy. Manager NJHPS, SJVN, Nathpa, Distt. Kinnaur (HP)-172115. Mobile no 9805679717. E-mail ID: dhimansurinder70@gmail.com
 - c) Sh. Rajesh Kumar Bisht., DGM(Dam In charge) E-mail ID :- rk.bisht@sjvn.nic.in
- 6.0 COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 7.0** The Bidder is expected to examine all instruction, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may

result in rejection of its bid.

8.0 AMENDMENT OF BIDDING DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
- 8.2 The amendment will be notified through website (on www.sjvn.nic.in & <https://gem.gov.in>) to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein has been taken into account by the Bidder in its bid.
- 8.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

9.0 LANGUAGE OF BID:- The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Owner shall be written in English language. Any printed literature furnished by the bidder may also be written in English language.

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

10.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting for **₹74,123/- (₹ Seventy Four Thousand One Hundred Twenty Three Only).**

10.2 The bidder must also submit Bid Security Declaration along with their bid as per format specified in Annexure-B enclosed.

10.3 EARNEST MONEY DEPOSIT/BID SECURITY EXEMPTION: - The bidder seeking Earnest Money Deposit/Bid Security exemption, must submit the valid supporting document for the relevant category as per GeM GTC along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from submission of Earnest Money Deposit/Bid Security. Traders are excluded from the purview of this Policy. **If the MSE/NSIC/Startup India certificate does not contain the item(s)/Services) as listed in our NIQ/NIT/Bid and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD and the same should reach within ten (10) days from the date of SJVN's clarification sought through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.**

Remarks: The exemption of the submission of the EMD shall be given to the MSE & start-up firm only after verification of their MSE registration on MSME Databank {i.e. on website udyamregistration.gov.in} & DPIIT website [<https://dpiit.gov.in>].

- 10.4 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.

- 10.5 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.

-

- 10.6 EMD /Bid security can also be submitted through FDR/TDR/BG [as per SJVN standard format/as per GeM standard format].

-

- 10.7 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TDR {Pledged in favour of the NJHPS, SJVN Ltd. Jhakri}/ BG {As per GeM standard format}** is also acceptable. In case EMD is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure SFMS to Employer's/Buyer's Beneficiary Bank whose details are provided in the ITB Clause No. 10.0(10.4) above. The bid security shall remain valid for a period of 45 days beyond the original validity period and beyond any extension subsequently requested. The FDR/TDR in original/physical form should reach preferably on or before bid closing date at the address given below:

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

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

- 10.8 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 subseq

requently 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 submit as per clause no. 10.4 & 10.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

10.9 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.

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

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

10.12 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 bidders does not withdraw the deviation mentioned in the bid.

(c) 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.

11.0 Bid Prices

- ▶ Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire supply on a "single responsibility" basis such that the total bid price covers all the supplier's obligations mentioned in or to be reasonably inferred from the bidding documents.
- ▶ Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.
- ▶ Bidders shall give the required details and breakup of their prices after the opening of the financial bid part[

If required].

- 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.

12.0 Price Adjustment Data

Not applicable being "**FIRM**" Price Contract

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

A. Price Bid Part:-

- a. Bidder shall be required to offer their rates & prices for entire scope of contract. FIRM prices for F OR, Nathpa (HP, INDIA) basis is to be quoted inclusive of mobilization & demobilization charges, insurance charges and GST. **The format for calculating the Total Price is as per Schedule-I (i.e. Break-up of Quoted Price).**
- b. Any other deduction like TDS etc as applicable under this contract as per the Govt. laws shall be made from the payment of the contractor and statement for the same shall be provided by SJVN for the same
- c. The taxes & duties shall be paid as per applicable rate at the time of completion of contract. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties / levy by the Govt. is made within schedule completion period as per LOA, otherwise same shall be paid by the bidders. Accordingly the taxes & duties shall be quoted by bidder.

Note: All the participated bidders will also have to submit the breakup of the quoted price with GST as per Schedule-1 (i.e. break-up of quoted price) is to be uploaded along with Price Bid part only. The break-up shall be integral part of the contract and the payment shall be regulated as per the break-up submitted.

if any discrepancy between the price breakup submitted by the bidder and the total price quoted/filled online on the GeM Portal, the price quoted/filled online on the GeM Portal shall be treated as the correct and final price. Accordingly, the submitted Price Breakup shall be adjusted/corrected in line with the total price quoted online on the GeM Portal. **No price part/price breakup is to be submitted along with techno commercial bid otherwise bid shall be rejected as per GeM**

GTC .

B. Techno-Commercial bid part consist of followings:

- i. Documents as per PRE-QUALIFICATION REQUIREMENT as per above ATC (ITB) Clause No. 4.0 [copies of previous orders for proven experience along with satisfactorily completion certificates and/or TDS certificates].

Remarks: If the bidder will upload an LOA/Contract with his bid without work completion certificate etc., clarification for the same can be sought only for submitted LOAs/Contracts. However, no new work order/LOA/Contract shall be asked during the evaluation of bids.

- ii. Copy of GST Registration No.
- iii. Copy of PAN No.
- iv. Copies of EPF (As applicable) & ESIC (As applicable).
- v. Earnest Money Deposit & Bid Security Declaration form as per **Annexure-B**.
- vi. Undertaking as per Annexure-C along with the acceptance copy of Annexure- D (as per **clause 20.0 below**).
- vii. Undertaking of self-certification of local content as per **Annexure-E** i.e. declaration of the local content (as per **clause 21.0 below**)
- viii. Undertaking Land Border sharing as per **Annexure-F** (as per **clause 22.0 below**).
- ix. Undertaking as per **annexure-G**.
- x. TReDs registration details or undertaking as per clause ref. no 23.0 below (**for MSE vendors only**).
- xi. Acceptance (Signed and Stamp) copy of Scope of work and additional terms and condition Annexure-A along with the technical bid.
- xii. Bidders are required to submit the **methodology, equipment and work plan for execution of above cited work along with their technical bid.**

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

14.0 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.

15.0 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 NJHPS, SJVN Ltd. Nahpa basis including all taxes & duties for entire scope of supply as per technical specification & BOQ uploaded along with the bid.**

16.0 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 on GeM portal, and no change in the price or substance of the bid shall be sought, offered or permitted.

17.0 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.**

18.0 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 supply as per TS & BOQ uploaded along with bid, 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.**

19.0 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.

20.0 Corrupt or Fraudulent Practices

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 Undertaking as per annexure-C.** In pursuance to this policy:

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer and includes collusive practice among Applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

d) 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.

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

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

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

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

- i. Class-I Local Supplier- Minimum Local Content = 60%.

Definition of Local content: 'Local content' means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

21.2 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-E enclosed]**.

21.3 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..

21.4 *Self-declarations/ auditor's/ account's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MOP order 20/07/2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/supplier will be taken based on the recommendation of the Committee.*

22.0 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- F** 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

It be taken in accordance with law.

23.0 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 failing which contract shall not be awarded.

24.0 SIGNING OF THE CONTRACT AGREEMENT(Format Annexure- H 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 (03Nos) of ₹ 100/- each along with Six (06Nos) copies of judicial paper of ₹ 1/-each within 30(thirty) days of issue of Notification of awards/letter of Awards and the contractor shall be provided with one signed copy of “Original Agreement” and other will be retained by the owner. **The non-judicial stamp papers & judicial papers are to be purchased from Himachal Pradesh only.**
- III. The agreement shall be signed by the authorized signatory of contractor., **While signing of agreement, satisfactory evidence of authority of the Authorized Signatory signing on behalf of the Contractor shall be furnished on non-judicial stamp paper of an appropriate value in the form of a Power of Attorney/Authorization Letter, duly notarized by a Notary Public, indicating that the Authorized Signatory signing the agreement have the authority to sign the agreement and that the agreement is binding upon the contractor.**
- IV. Subsequent to signing of the Contract(s), the contractor at his cost shall provide the owner with at least four (4) copies of Agreement (Hard Bound) with in twenty (20) days after signing of the contracts.

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

25.0 Submission of documents by post:

The following documents in hard copy/original form sealed in envelop super scribed as **PCD-1043(O&M)/2026- “Conducting Bathymetric Survey, Sedimentation Study and Drone-Based Topographical Survey of Nathpa Dam Reservoir of Nathpa Jhakri Hydro Power Station (1500 MW), District Kinnaur, Himachal Pradesh”** 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. 10.0 above**.
- These scanned copies of above documents should be uploaded on GEM Portal along with bid and is to be reach on or before closing date and time as per the GEM Bid.
- Any documents as asked or required are to be sent to the following address:-

**HOD(P&C),
Procurement and Contract Department,
NJHPS, SJVN Ltd., Jhakri,
Distt. Shimla (H.P.)-172201.
Phone No. 01782-275236.
Fax No. 01782-234049/ 275106.**

Remarks:- The scanned copy of EMD (if submitted in the form of FDR/TDR or BG) as asked above is to be uploaded on GeM portal and should reach in original/physical form at above address preferably on or before bid closing date as specified in the tender. However, the original document(s) in physical shall also be acceptable within 10 days after bid closing date, otherwise bid(s) shall not be entertained and such bid(s) shall be treated as late bid(s)/non-responsive bid(s). Also if the original document(s) in physical form are found to be at variance than the scanned copies submitted / uploaded earlier along with e-bids, the bid(s) will be treated as non-responsive.

26.0 BILL TRACKING:

Prior to the submission of the bills in physical form, supplier shall submit the bills in SJVN vendor bill tracking portal available in SJVN official website <https://www.sjvn.nic.in> under quick link section. Further, supplier may track the status of bills online through Vendor Bill tracking system. In order to use this system, a user manual

I for supplier is available under Vendor bill tracking system section. Supplier is required to enter the user ID, password and OTP (one-time password) for every log in. The user ID and password shall be obtained from the concerned department of SJVN Ltd. However, the OTP will be received to the supplier in the registered mobile number provided by supplier to the concerned department. Once the supplier has received its username and password from the concerned department, supplier shall follow the below mentioned steps:

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

B GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means the Contract Agreement entered between the Owner and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **"The Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- (c) **"The Services"** means all those services necessary for the Supply of material, installation, testing & commissioning of the same at site and any other incidental services etc. and other such obligations of the Contractor covered under the Contract.
- (d) **"The Owner"** means the **SJVN Limited**.

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

2.0 CONTRACT PERFORMANCE SECURITY/ GUARANTEE

- 2.1 Within **twenty-eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA, the successful Bidder shall furnish to the Owner, an unconditional performance security for **five percent (05%)** of the Contract Price including GST. The contract security shall be valid up to Sixty (60) days after completion of the entire scope of contract. The same may need to be extended as per the direction of SJVN as per the terms of LOA/GeM Contract.
- 2.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 2.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee (**As per the SJVN format enclosed/As per the Standard Format of GeM**) issued preferably by a nationalized bank/ scheduled bank as per RBI guidelines, acceptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN account(As per bank account detail 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 be responsible for the same.

- 2.4 **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.

2.5 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after expiry of guarantee/warranty period of works under the scope of the contract.

2.6 **In case any delay in the submission of CPG, Interest shall be charged on per day basis on the amount of CPG@SBI MCLR as on date of bid submission + 200 basis point.**

2.7 The MSE/ NSIC/Start Up registered firms are not exempted from the submission of the Contract Performance Security.

3.0 INSURANCE: The 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 manpower / machinery.

4.0 FORCE MAJEURE

4.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to make completion of work at site within schedule time for all or any part of the item due to the act of God, war declared or undeclared, acts of public enemy, riots, civil commotion, invasion, insurrection, sabotage, acts of restraint of Government, federal, state or municipal action or regulation, fire, flood, hurricanes, accidents, epidemic, quarantine, restrictions, or any failure on the part of the Owner or his representative to approve or comments on drawings or other causes, contingencies or circumstances not subject to their control, whether of a similar or dissimilar nature which prevents the Contractor from completion of work. Any such cause or delays even though not existing on the date of the contract on or the date of start of reclaiming shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of normal reclamation work even though such case may occur after performance of firm's obligation has been delayed for the other causes.

4.2 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.

5.0 PAYMENT TERMS

5.1 The 100% payment along with 100% taxes and duties will be made within 10 days after the successful completion of the entire scope of work under the contract and on submission of following documents to EIC and verification of the same:-

- i. Bills in triplicate.

- ii. Photocopy of unconditional acceptance of letter of Award/work order along with copy of signed agreement.
- iii. Copy of CPG as per Clause-2 above
- iv. Copy of GST registration & PAN No
- v. Work completion certificate issued by EIC for completion of entire scope of work under the contract including submission of the all the deliverables documents and data as per scope of work and additional terms and condition enclosed along with the bid.

5.2 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.

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

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

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

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

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

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

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

6.0 WORK COMPLETION SCHEDULE.

6.1 The time is the essence of the contract. The completion period of for the entire scope of work is as under:-

S. No.	Description	Completion period in number of days.
1	Mobilization period from the date of issue of GeM Contract/LOA.	10 days
2.	Completion of entire scope of work including submission of the detailed reports [i.e three (3) hard copies of the Final Report, soft copies of all relevant documents/data on an external hard drive of minimum 1 TB capacity, and the final 3D model in AutoCAD-compatible format and other Deliverables data] as per scope of work and additional terms and condition Annexure-A enclosed along with the bid.	45 Days

6.2 The maximum completion period for completion of the entire scope of work as per scope of work and additional terms and condition enclosed along with the bid, shall be **55 days** including mobilization period of 10 day from the date of issue of GeM Contract/LOA.

7.0 LIQUIDATED DAMAGES

7.1 If the contractor fails to complete the entire scope of work within the period(s) specified in the Contract, the Owner shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, as specified here in below.

7.2 The L.D. charges for delay in completion of entire scope of contract beyond the maximum completion period as stipulated at **clause 8.0(8.1 & 8.2)** above shall be @ 1/2% (Half percent) per week or part thereof. The total amount of L.D. charges for delay under the Contract will be subject to a maximum of Ten percent (10%) of the total contract price.

- 7.3 Amount of Liquidated Damage shall be payable by the contractor 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 contractor available with Owner under this Contract.

- 7.4 Contractor'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 8.0** and consequence thereof.

8.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

- 8.1 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.

For the purpose of this Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition".

- 8.2 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.

9.0 TERMINATION FOR INSOLVENCY

The Owner may at any time terminate the Contract by giving written notice to the Contractor if the Contractor

or becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

10.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 10.1 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 thirty (30) days notice in writing to the Contractor of his decision to do so.
- 10.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in storage, maintenance, protection, and disposition of the works acquired under the contract by the Owner.
- 10.3 In the event of such a termination, the Contractor shall be paid equitable and reasonable compensation, as dictated by the circumstances prevalent at the time of termination.

11.0 SETTLEMENT OF DISPUTES

- 11.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and the Owner's engineer.
- 11.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who within a period of ten (10) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.
- 11.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 11.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within ten (10) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 11.5 In the event of the Engineer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as the case may be, eit

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

12.0 ARBITRATION (with Pvt. Party)

- 12.1 If at any time , any question, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice, in writing , of the existence of such question, dispute or differences. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 12.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.
- 12.3 In the event of the Contractor, that is to say a foreign supplier, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third by the President of the International Chamber of Commerce. The Arbitration shall be conducted in accordance with the rule and procedure for arbitration of the International Chamber of Commerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the arbitration clause, the President of the 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 appointment shall be furnished to both the parties.
- 12.4 Arbitration(s) shall give reasoned award.
- 12.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 12.6 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.
- 12.7 The arbitration proceedings shall be held at such place and time in India as the Arbitrator(s) may determine. The decision of the Arbitrator(s) shall be final and binding upon the parties hereto and the expenses

of the Arbitration shall be paid as may be determined by the Arbitrators.

- 12.8 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.

13.0 ARBITRATION (WITH CPSEs)

- 13.1 *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.*

14.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

- a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

- 15.0 WORKMAN COMPENSATION:** The Contractor shall be responsible for and shall pay any compensation to the workmen deployed by him, for injuries/ accidents under the workmen's compensation Act. SJVN shall not be responsible for that and also shall not entertain any claim on this account.

16.0 SAFETY MEASURES:

The contractor shall be responsible to ensure all safety measures for his staff during the work. In case any mishap, the contractor shall have to bear all financial liability. The SJVN shall not bear any compensation or responsibility.

- I. All safety precautions shall be adopted while carrying out the maintenance work.
- II. The contractor will provide all necessary testing and safety equipment to their workers/ maintenance engineers.
- III. Any damage during execution of work due to carelessness on the part of maintenance staff of the contractor shall be the responsibility of contractor and be replaced/ rectified by him without any extra cost to SJVN.

17.0 APPLICABLE LAW

- 17.1 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.

18.0 ENGINEER IN CHARGE (EIC):

The E.I.C of this contract shall be **Dam In charge, NJHPS, SJVN Ltd., Nathpa, Distt Kinnaur (H.P.), PIN- 172115.**

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

The Pre-bid queries raised and SJVN's replies to the queries for GeM Bid Ref. No. **GEM/2026/B/8014671** dated **11.09.2026** are as follows: -

Sr. No	Pre bid queries raised by the bidder	SJVN reply
1	The bidders have requested that the requirement for MBES be reconsidered and that the possibility of replacing it with a Single Beam (Double Frequency) Echo Sounder be considered	The request of the bidders for reconsideration of the requirement of MBES and its replacement with a Single Beam (Double Frequency) Echo Sounder is <u>NOT ACCEPTABLE.</u> - The detailed reasons/justification for the same have been attached at Annexure-I Accordingly, the tender terms and conditions shall prevail

3. 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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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](#)