

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-09-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-09-2026 14:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :rajeshkr.negi@sjvn.nic.in Buyer Email id: randei.rana@sjvn.nic.in
वस्तु श्रेणी /Item Category	Testing Service for On-Board /Commissioned Equipment/ Instrument related to Plant - NDT, Detail As per scope of work at Annexure-A; As per scope of work at Annexure-A; As per scope of work at Annexure-A & ATC
अनुबंध अवधि /Contract Period	5 Month(s) 1 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

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)	204494
Payment Timelines	Payments shall be made to the Seller within 45 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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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

Accreditation Documents of the desired Labs:As per scope of work

Buyer to upload detailed list of equipments/samples, tests to be conducted and technical specifications of equipment/sample to be tested:[1788502011.pdf](#)

Buyer to provide price bifurcation format in which Service Provider will submit the breakup of the lumpsum cost quoted.:[1788502024.pdf](#)

Payment Terms:[1788502208.pdf](#)

Testing Service For On-Board /Commissioned Equipment/ Instrument Related To Plant - NDT, Detail As Per Scope Of Work At Annexure-A; As Per Scope Of Work At

Annexure-A; As Per Scope Of Work At Annexure-A & ATC (1)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of tests required	NDT , Detail As per scope of work at Annexure-A
Details of tests required	As per scope of work at Annexure-A
Eligible Testing Lab	As per scope of work at Annexure-A & ATC
Testing location	Premise (onsite)
Time within which samples/instruments need to be tested once provided by buyer	As per scope of work at Annexure-A
Reports required	Test Report , As per scope of work at Annexure-A
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
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Sudhir Kumar	172201,OFFICE COMPLEX NJHPS SJVN JHAKRI	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions

A) INSTRUCTIONS TO BIDDERS (ITB) PCD-2989

1.0 GENERAL INSTRUCTIONS

1.1 The SJVN Limited, hereinafter called "SJVN" / "Owner" is a Joint Venture of Govt. of India and Govt. of Himachal Pradesh having its registered office at Corporate Head Quarters, Shakti Sadan Shanan, Shimla (HP) PIN-171 006, have their Nathpa Jhakri Hydro Power Station with a capacity of 6x250 MW at Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh, India.

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

1.3 All the cost and expenses incidental to preparation of the proposals, discussions and conferences, if any, including pre-award discussions with the Bidder, technical and other presentation including any demonstrations etc. shall be to the account of the Bidder and Owner shall bear no liability whatsoever on such costs and expenses.

2.0 PLANT INFORMATION

The 1500 MW Nathpa Jhakri Hydro Power Station 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. Jhakri is ahead of Shimla, the capital of the State of Himachal Pradesh about

150Km on NH-5. The Dam Site, Nathpa of power station is approx. another 50 Km away from Jhakri 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 - Dhimi - Basantpur - Rampur - Jhakri	:	237 Km (Approx.)

TRANSPORTATION 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 Equipments to avoid and overcome the hindrances/ limitations on existing road on account of weather conditions and any other reason

s without affecting the schedule. .

4.0 SCOPE OF WORK: “Non Destructive Test on concrete with combined UP V and RH for the Tunnel asset Management of the six (06) No. Draft Tubes of Nathpa Jhakri Hydro Power Station” **detail scope of work is as per Annex-A attached.**

5.0 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.

6.0 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.

7.0 AMENDMENT OF BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of bids, the Owner may modify the bidding documents by issuing an amendment/ addendum/ corrigendum(s) and such amendment/ addendum/ corrigendum(s) to the Tender document shall be available only on **GeM Portal**.

As such the bidders are advised to visit the GeM Portal regularly before deadline for submission of Bid.

7.2 Any amendment/addendum/corrigendum thus issued shall be part of the bidding documents.

8.0 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) - Not applicable

9.0 PRICE ADJUSTMENT DATA

The contractor shall quote fixed and **FIRM** rates

10.0 BID PRICE

- ▶ Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire scope of work/service on a "single responsibility" basis such that the total bid price covers all the contractor'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 quote all prices in Indian Rupees only.

11.0 FORMAT AND SIGNING OF BID

11.1 The Bidder shall submit/ upload the bid comprising of the documents as described in bid document.

11.2 The Bid should be signed / uploaded by legally authorized signatory of firm/company.

11.3 If situation so warrants, SJVN Ltd. /NJHPS may ask the bidders to produce original documents which were submitted as scanned copies along with bid for verification.

12.0 SUBMISSION OF BIDS

12.1 The bids will be submitted through GEM portal. The bid is called under two parts system as under: -

A Techno-commercial bid part shall consist of followings :

- (i) Copy of PAN, GST registration certificate and EPF registration certificate (if applicable).
- (ii) **Udhyam Registration certificate For MSE bidders (if applicable)**
- (iii) Bid security Declaration as per Annexure-B
- (iv) Undertaking as per Annexure-C (As per Clause No. 19.0 below)
- (v) Undertaking as per Annexure -D **along with Annexure-G (Guidelines on banning of business dealing** (As per Clause No. 18.0 below).
- (vi) **Restriction imposed by Govt. of India as per Annexure- E (As per sr. no. 26 below of ITB)**
- (vii) **Undertaking regarding TReD registration as per Annexure- F (As per sr. no. 27 below of ITB) (Note: Applicable to only MSE ve**

ndors)

B. Price Bid Part:

- i) All the bidders shall quote the price (inclusive of GST) for the entire scope of work on a "single responsibility" 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.
- ii) The bid estimated value is inclusive of GST.
- iii) **TAXES AND DUTIES:** The prevailing rate of taxes & duties is to be paid extra & clearly mentioned in the "Schedule of Price Bid Part". In case nothing is mentioned or mentioned "NIL OR ZERO" or it is mentioned taxes as applicable then it shall be presumed that the rates quoted are inclusive of taxes and duties or as else the taxes & duties are not applicable. **The taxes & duties shall be paid as per applicable rate at the time of execution of work.** 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 the schedule of completion period as per LOA, otherwise same shall be paid by the bidders. The following may be considered by the bidders:-
 - a. GST shall be applicable as per GST rules, thus GST has to be quoted accordingly by the bidder.
 - 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.

12.2 SJVN reserves the right to ask the additional information after the opening of the bid.

12.3 The bidder not submitting the information/documents as per Technical-Commercial bid part as above shall be considered non-responsive & their price bid shall not be opened.

13. The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.

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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid Security / EMD.

15.0 BID OPENING AND EVALUATION

The bids shall be evaluated on the basis of as per the documents required in Techno-commercial bid part.

- ▶ The bidder not submitting the certificates/ documents required as per Techno-commercial bid part shall be considered techno-commercially non-responsive. The Price bid will be opened for those bidders whose techno-commercial bid is found to be acceptable.
- ▶ **Bids will be evaluated on entire scope of work on single responsibility inclusive of all taxes & duties.**
- ▶ Bids not covering the entire scope of proposal shall be treated as incomplete and hence liable to be rejected.

16.0 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, further provided that the bidder is determined to be qualified to perform the contract satisfactorily.
- ▶ **Award will be placed for entire scope of work on single responsibility on L1 basis for substantially responsive bid.**
- ▶ ***Note: Before the award of contract, the L-1 bidder will have to submit the break-up of the quoted price as per PRICE Schedule at Annexure-I . The break-up shall be integral part of the contract and the payment shall be regulated as per the break-up-up.***

17.0 OWNER'S RIGHT TO ACCEPT ANY BID AND 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.

18.0 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. In pursuance to this policy:

- a) *For the purpose of this provision, the terms set-forth below shall mean as under:*
 - i) *"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.*
 - ii) *"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.*
- b) *A Bid shall be rejected by the Employer if it is determined at any stage that respective bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for the Contract in question.*
- c) *The Employer will declare a bidder/contractor ineligible or may terminate the contract, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidders/Contractor and/or any of its personnel, or its agents or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for or in executing the Contract in question.*
- d) *All the bidders/service providers/vendors /consultants etc shall be requested to furnish a certificate regarding presentation and detection of fraud as per **Annexure-D***

Remarks:- Bidders are requested to submit signed copy of undertaking as per annexure-B along with signed copy of undertaking

g as Annexure- G of “Guidelines on Banning of Business Dealings”

19.0 UNDERTAKING (Annexure - C):

19.1 We have read carefully all the bidding documents and agreed to the terms and conditions of the Bid documents.

19.2 We have not changed the contents of the bidding documents.

19.3 Scanned copy of documents uploaded along with the bid is true to the best of our knowledge.

19.4 We have understood Technical Specification & Scope of Work and these shall be complied completely.

20.0 Please note that bids in physical form shall not be entertained under any circumstances and only to be submitted through e-procurement.

21.0 In case, if it happens to be holiday or poor internet connectivity on the date of receipt / opening of the tenders, the same shall be opened on the next working day at the same time.

22.0 SJVN reserves the right to accept or reject your tender without assigning any reasons thereof.

23.0 SJVN Limited reserve the right to cancel/withdraw the invitation for bid without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

24.0 Any general documents like scanned copies of Cost of tender document (if any), price list/any Central Govt./Govt./PSU sector copy(s) of work order of same items for price justification etc (if required) are to be uploaded along with the bid.

25.0 CLARIFICATION OF BID

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

26.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority specified in Annexure-I of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020 and various amendment/clarification issued in this regard. The bidders for the purpose of compliance and its procedure for registration from Competent Authority etc. The bidder has to submit the undertaking as per **Annexure-E (enclosed)** 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.

27.0 Mandatory Registration on TReDS Portal for MSE Vendor

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 CPS Es 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 as per **Annexure-F** 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

28.0SIGNING OF THE CONTRACT AGREEMENT (Format enclosed as per Annexure-H)

- ▶ **The contract agreement shall be signed at NJHPS, SJVN, Jhakri (INDIA) in the office of undersigned within 30 days from the date of issue of LOA.**
- ▶ The Contract Agreement (s) will be signed in two (02) originals on non-jud

icial Stamp Paper (02 Nos) of ₹ 100/- each within thirty (30) days of issue of Notification of awards/letter of Awards and the service provider shall be provided with one signed copy of "Original Agreement" and other will be retained by the owner. ***The non-judicial stamp papers are to be purchased from Himachal Pradesh only.***

- The agreement shall be signed by the authorized signatory of service provider. , **While signing of agreement, satisfactory evidence of authority of the Authorized Signatory signing on behalf of the service provider 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 service provider.**

Subsequent to signing of the Contract(s), the service provider at his cost shall provide the owner with at least two (2) copies of Agreement (Hard Bound) after signing of the contracts

B) SERVICE LEVEL AGREEMENT

1.0 DEFINITIONS

1.1 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/ Service Provider, 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 / Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) **"The Services"** means all those services necessary for the completion of entire scope of proposal and any other incidental services etc. and other such obligations of the Contractor/ Service Provider covered un

der the Contract.

- (d) **"The Owner"** means the **SJVN Limited**.
- (e) **"The Contractor/ Service Provider"** means the individual or firm carrying out the complete scope of contract 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 FORCE MAJEURE

2.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to complete the entire scope of 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 supply. 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.

2.2 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.

3.0 PAYMENT TERMS

a) 100% (percent) Payment **including taxes (100%)** shall be made within 45 days after completion of work in all respect and after acceptance of Final Test Report/ Comprehensive Report & on submission of following documents to the **EIC** for release of payment: -

(i) Bills in Triplicate.

(ii) Copy of PAN & GST registration certificate

(iii) Signed copy of agreement along with copy of unequivocal acceptance of LOA/Contract

(iv) Final Test report/ comprehensive report as per Annexure-A (Scope of work)

(v) Work completion certificate issued by EIC

b) The payment shall be released through electronic fund transfer and hence you are requested to give your bank account detail along with RTGS/IFSC code of your bank branch. Bank charges if any, shall be borne by you.

c) As per SJVN policy, no advance payment can be given.

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

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

f) The GST shall be paid as per the GST rules on submission of the following information along with the invoices: -

- (i) Name, Address Contact Details (Tel. No. etc.) of service provider.
- (ii) Specific Invoice Number format.
- (iii) Name and address of recipient.
- (iv) Address of Delivery.
- (v) HSN code of goods/ SAC for Services.
- (vi) Description and quantity of goods/services.
- (vii) Value of goods/Services
- (viii) Rate and amount of tax.
- (ix) Other prescribed information, name address & contact detail (Tel No. e tc) of the service provider.

g) TAX DEDUCTION AT SOURCE UNDER GST: SJVN Ltd. shall be entitled to make all deduction towards taxes from the payments to be made as per rules under GST/IT

4.0 Period of Contract: Work will be done only during the APM (Annual Plant Maintenance) (Tentatively Dec 2026 to April 2027), in co-ordination with Power House Maintenance Department, NJHPS, for which the time line shall be intimated to the contractor once the schedule of APM, is finalized. If any change in time line, the firm shall be intimated at least one (01) week prior to the due visit(s). The work will be done irrespective of holidays, Sundays etc. However, in case of emergency, work may have to be done beyond normal working hours, subject to compliance of applicable labour laws.

5.0 Schedule of Completion:-The work is to be completed as per the direction of EIC. The work is to be completed in Six (06) separate visits. The NDT operator is to be deputed within seven (07) days from the date of notification by EIC for every visit

6.0 Liquidated Damages/Penalty - If the firm fails to depute the NDT Operator **within 07 days** from the date of notification by EIC, (through fax/e mail), the penalty charges for delay in deputation of NDT operator for each visit beyond the completion schedule shall be Rs. 500/- per day. The maximum penalty amount shall be limited to 5% of contract value. **The GST**

shall be levied & recovered extra on L.D. Charges as per applicable GST rules.

7.0 TERMINATION OF CONTRACT ON SERVICE PROVIDER'S DEFAULT

The Owner, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider, may terminate the 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.
- (d) 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 such similar Services. However, the Service provider shall continue performance of the Contract to the extent not terminated.

(e) 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.

(f) TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- a. The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause e

ntitled "Service provider's Default" and "Outbreak of War". The Owner shall in such an event give seven (7) days notice in writing to the Service provider of his decision to do so.

- b. 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.
- c. 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.

8.0 SETTLEMENT OF DISPUTES

- a. 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.
- b. 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 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.
- c. 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.
- d. 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.

- e. 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.

9

ARBITRATION

9.1 Except as otherwise provided in **clause 7**, 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

e 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.

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

9.3 ARBITRATION (WITH CPSEs):-

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.

10 CONTRACT PERFORMANCE SECURITY- Not applicable

11. The Notification of Award/ Letter of Acceptance will constitute the formation of the Contract until formal agreement is signed in accordance with the relevant provision of tender/bid document.

12 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 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 ENGINEER IN CHARGE (EIC): EIC of this contract shall be **HOD, (O&**

15 CORRESPONDENCE:

- (i) All correspondence related to this tender before award of the contract shall be addressed to **HOD , Procurement & Contract Deptt, NJHPS, SJVN Ltd, Jhakri, Distt. Shimla (H.P.), PIN- 172201.**
- (ii) All the correspondences after award of the contract shall be addressed to EIC, Ph No. 0091-1782-292641.

16 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.
- (iii) 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.
- (iv) 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 (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.

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 कार्यवाई 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---