Bid Number: GEM/2026/B/8221604
Dated: 30-10-2026

Bid Corrigendum

GEM/2026/B/8221604-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. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. Buyer Added text based ATC clauses

SJVN Foundation

NATHPA JHAKRI

HYDRO POWER STATION

A UNIT OF SJVN FOUNDATION

(A NON-CORPORATE ENTITY REGISTERED AS TRUST)

–

Additional Terms & Conditions (ATC)
Instruction to bidders (ITB)

–

Estimated value of the Proposal is -Rs. 4,92,000/- (with GST)

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, Shakti Sadan Shanan, Shimla, Himachal Pradesh Pin No.-171006, have their Nathpa Jhakri Hydroelectric Power Plant with a capacity of 6x250 MW at Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh, India.

2.0 Plant Information

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

3.0 Communication and Transport Limitation

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

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

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

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

(i)	Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur - Jhakri(NH- 05).	:	235 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri.	:	257 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur – Jhakri.	:	342 Km (Approx.)

Transport Limitation

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

4.0 Minimum Qualifying Requirement: NIL as open tender is invited as per technical specification, BOQ, scope of work and terms & condition enclosed.

5.0 Scope of Proposal

5.1 The scope of work is "**Supply, installation& commissioning with change-over provision for both Hydel & Solar supply system at Bhima Kali Temple Distt. Shimla H.P.-172102"**[**Detailed as per Technical specification, BOQ, and Scope of work & terms and condition uploaded along with the bid] & same shall be the integral part of contract.**

5.2 SJVN Foundation logo shall be displayed at Pole as per CSR guidelines.

5.3 MANDATORY SITE VISIT:- It is mandatory for all bidders who want to participant in this tender to visit at site to make the acquaintance with the scope of work to get the aware the modification of conventional Led light into solar system on existing high Mast pole with cabling and motorized & manual dusk to down system etc.at site before uploading / submitting their bid. If the interested bidder has any queries, the same may be sought at site with the indenter or any repres

entative or through emails before opening the bids. The cost of visit shall be at bidders' own expenses. The bidder must upload the certificate issued by the EIC[HOD,PSIT&C Deptt], the bidder has visited the site before uploading the bid. The bidder who will not submit/uploaded the certificate issued by the EIC along with their bid then the bid will be rejected. The bidder (s) is requested to contact the following regarding the co-ordination at site visit :-

1) **Sh. Karam Singh DGM (PSIT&C) NJHPS Jhakri , Mobile No. 9418074722, E-mail ID: karam.singh@sjvn.nic.in**

2) **Sh. Virender Dhiman Dy. Manager (PSIT&C) NJHPS Jhakri, Mob. No. 9418459770 ,Email ID vdhiman73@gmail.com**

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

5.5 **The material is to transport through "Registered Common Carrier" only (Registered Common Carrier mean the carrier registered with a State Transport Authority or a Regional Transport Authority**).

6.0 Quality Assurance Plan

6.1 **Quality Assurance Plan:** The QAP shall be as per Technical specification enclosed and as per relevant latest Indian/International Standard**.**

6.2 **Inspection:** Inspection of all items/ material shall be carried out at Bhima Kali Temple Distt. Shimla H.P.-172102 by the EIC [i.e. HOD Indenting deptt. (PSIT & C Deptt.], or his authorized representative.

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

7.1 Bid Security / Earnest Money deposit (EMD)- NIL

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

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

A. Price Bid Part

a. Bidder shall be required to offer their rates & prices for entire scope for Supply, installation& commissioning with change-over provision for both Hydel & solar supply system as per detailed technical specifications, BOQ, Scope of work & Terms & conditions uploaded along with the bid. FIRM prices for FOR at Bhima Kali Temple Distt. Shimla H.P.-172102 basis is to be quoted inclusive of the charges towards Installation, testing & commissioning charges of the system, Freight & Insurance charges and GST.

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

c. The bidder will submit the details of price break up of the total quoted price on the GeM portal along with price bid /Financial bid. If any discrepancy is found in Price breakup (i.e. Price Break Up Schedule-I) and price quoted/filled online on GeM Portal shall be considered as correct price and submitted quoted price breakup (i.e. BOQ/Price Breakup Up Schedule –I) shall be adjusted/corrected accordingly in the Price Break Up schedule –I . Format of BOQ/Price Break Up is enclosed as **Schedule -I**

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

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

f. The taxes & duties shall be paid as per applicable rate at the time of *Supply, installation& commissioning with change-over provision for both Hydel & solar supply system as per scope of work, BOQ & technical specification*. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the

Govt. shall be paid by SJVN Foundation provided that such in crease in taxes & duties /new introduction of new taxes & du ties/ levy by the Govt. is made with in schedule completion p eriod as per LOA, otherwise same shall be paid by the bidder s. Accordingly, the taxes & duties shall be quoted by the bidd er.

B. Techno-Commercial bid part consist of followings:

(i) Bid Security Declaration form as per Annexure-B enclosed.

(ii) All documents as required as per Technical Specifications, PAN No. & GST No etc. and technical literature/ technical details etc . as required as per the Technical Specifications. Any other doc uments as required/ asked in the tender are to be uploaded/ su bmitted along with the bid. These scanned documents are to b e uploaded along with the General Documents.

(iii) Copy of Undertaking **Annexure-C** & **Annexure-D of Guide lines on Banning of Business Dealings** as per **clause n o 9.0 below.**

(iv) Undertaking regarding border land sharing **annexure-E** as pe r clause No**. 11.0 below.**

(v) **TReDs registration details or undertaking at Annexure-F as per clause ref. no 12.0 below (for MSE vendors only).**

viii) Signed copy technical specifications, BOQ & scope of work and terms and condition at Annexure**-A** confirming the comply of th e same along with bid.

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

9.0 CORRUPT OR FRAUDULENT PRACTICES

The Owner requires that Bidders to observe the highest stan dard of ethics during the procurement and execution of the Contract. **For the purpose, the applicant shall sign the**

Corrupt or Fraudulent Practices as below Annexure-C. In pursuance of this policy, the Owner:

(a) defines, for the purposes of this provision, the terms set fort h below as follows:

(i) "corrupt practice" means the offering, giving, receiving or s oliciting of anything of value to influence the action of a publ ic official in the procurement process or in contract executio n; and

(ii) "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 collu sive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitiv e levels and to deprive the Owner of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidd er recommended for award has engaged in corrupt or fraudu lent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a state d period of time, to be awarded a contract if it at any time d etermines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Owner. Furthermore, Bidders shall be aware of the provision stated in the "General Conditions of Contract"".

Note:- Bidder will submit sign copy of above undertaking Ann exure-C along with sign copy of **Guidelines on Banning of Business Dealings as per Annexure-D with technical bi d part.**

10.0 Preference for procurement of goods/Services/Works fr om Local Suppliers under Public Procurement (Preferenc e to Make in India) Revision PPP-MII order 2017 dated 16 /09/2020 & MOP order 28/07/2020 in respect of Hydro Po wer Sector and order dated 19/04/2024.: Not applicable

11.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority specified in Annexure-I of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020 and various amendment/clarification issued in this regard. The bidders for the purpose of compliance and its procedure for registration from Competent Authority etc. The bidder has to submit the undertaking as per **Annexure- E** regarding compliance of above-mentioned order. In case the undertaking given by the bidder whose tender has been accepted by the Employer is found false at the later stage, this would be a ground for immediate termination and further legal action shall be taken in accordance with law.

12.0 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 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.**

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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 th e 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 un der the Contract for the full and proper performance of its contractua l obligations.

(c) **"The Services"** means all those services necessary for the completi on of work as per Technical Specifications and other such obligations of the Contractor covered under the Contract.

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

(e) **"The Contractor"** means the individual or firm supplying the materi al & services as per TS, BOQ , scope of work and terms & condition u nder this Contract.

(f) **"Corrupt Practice"** means the offering, giving, receiving or soliciti ng of any thing of value to influence the action of a public official in t he procurement process or in contract execution.

(g) **"Fraudulent Practice"** means a misrepresentation of facts in orde r to influence a procurement process or the execution of a contract t o the detriment of the Owner and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid pri ces at artificial non-competitive levels and to deprive the Owner of th e benefits of free and open competition".

2.0 CONTRACT PERFORMANCE SECURITY

2.1 Within **Twenty-Eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA/GeM Contract, the successful Bidder shall furnish to the Owner, an unconditional performance security fo r **Five percent (5%)** of the contract Price with validity up to **60 days afte r the Warranty Period (Refer Clause 5.0).**

2.2 The proceeds of the performance security shall be payable to the Owner a s compensation for any loss resulting from the Contractor's failure to compl ete its obligations under the Contract.

2.3 The performance security shall be denominated in the currency of the Con tract and shall be in the form of Bank Guarantee **(As per the SJVN Found ation format enclosed/As per the Standard Format of GeM)** issued p referably by a nationalized bank/ scheduled bank as per RBI guidelines, acc eptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN Foundation account[As per bank account detail mentioned at clause 2.4 below]. In case CPG is submitted by way of Bank Guarantee; while issui ng the physical BGs, the Supplier’s/contractor’s Bank shall also send electr onic message through secure SFMS to Employer’s/Buyer’s Beneficiary Bank whose details are detail below

2.4 Bank account Detail :-

Name of beneficiary	**SJVN FOUNDATION**
Bank Name	**IDBI Bank**
Account No:	**1481104000018443**
IFSC Code	**IBKL0001481**
Branch Code	**001481**
MICR Code	**171259003**

Branch Address	**KANTA NIWAS, VILLAGE MEHELI, Distt. Shimla , HP-171009**

Caution: Please ensure that you need to mention the correct beneficiar ccount number and IFSC code as mentioned above while making paymer ia RTGS / NEFT. In the event of funds remitted to wrong beneficiary accou number, SJVN Foundation or its Bank or its service provider would not res nsible for the same.

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/warr anty period of all the material /works under the scope of the contract.

2.6 **In case any delay in the submission of CPG, Interest shall be charg ed 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 submi ssion of the Contract Performance Security.

3.0 PACKING:

3.1 The supplier/contractor shall provide such packing to the goods as is requi red to prevent damage or deterioration during transit to their final destinati on [i.e. at Bhima Kali Sarahan Distt. Shimla HP-172102.

4.0 INSURANCE

4.1 The goods to be supplied shall be insured for all risks by the suppli er till it is delivered at Bhima Kali Temple Sarahan, Distt. Shimla HP-172 102 & completion of installation, testing, commissioning at site & handing over the system to SJVN Foundation/EIC.

Ø The contractor to take insurance cover as per tender and Insurance policy should be shared before the dispatch of the material and material shall b e only permitted for dispatch if the Insurance Policy is as per contract req uirements.

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

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

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

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

4.3 (A) TRANSIT/ MARINE INSURANCE DURING SUPPLY OF MATERIAL S FOR SUPPLY/SUPPLY PORTION OF SUPPLY CUM ERECTION/TURN KEY CONTRACTS: The Contractor shall at his expense take out and maint ain in effect, or cause to be taken out and maintain in effect, during the pe rformance of the Contract, the insurance set forth below in sums and othe r conditions specified:-

Sl. No.	Insurance	Amount insure d	Conditions
A.	All Risk Transit / Marine Insura nce for materi al to be supplied.	1. 110% of FOR and inland tra nsportation v alue + 2. All taxes & d uties	1. Owner to be named a s co insured (Insuranc e Policy to be taken in the joint name of SJVN Foundation & the Cont ractor)**.** Warehouse to warehouse basis. 2. Open policy/Separate Policy. 3. All risk insurance, SR CC (Strikes, Riots, Civi l Commotion) or Equiv alent etc.

#Remarks: - Not required if the payment for the material is to be m

ade after the receipt of the material at Site/O&M Stores Jhakri.

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

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

(B) Penalties/deductions: -

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

(ii) If the Supplier/contractor does not take the complete Marine Transit Insurance P olicy, then penalty @1% of the (110% of total contract price FOR Bhima Kali Tem ple Distt. Shimla HP-172102 Including freight + 100% taxes & duties) shall be im posed.

(iii) If the Supplier/contractor does not take the SRCC(whether part or full), then flat penalty @0.5% of the (110% of total contract price FOR Bhima Kali Temple Distt. Shimla HP-172102 including freight + 100% taxes & duties) shall be imposed.

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

4.4 STORAGE CUM ERECTION (SCE)/INSTALLATION ALL RISKS COVER AGE FOR SUPPLY CUM ERECTION/TURNKEY CONTRACTS: All insuran ce policies pertaining to Storage Cum Erection/Installation All Risks covera ge shall be taken in the joint name of SJVN Foundation and the contractor unless otherwise specifically provided. All such insurance policy shall indic ate SJVN Foundation as beneficiary. The Contractor shall at his expense ta ke out and maintain in effect, or cause to be taken out and maintain in eff ect, during the performance of the Contract, the insurance set forth below in sums and other conditions specified:

Sl. No.	Insurance	Amount insured	Conditions

A.	Storage Cum Erection (SCE) / Installation All Risks Coverage for material to be supplied/installed and services to be completed.	1. 110% of FOR and inland transportation value + 2. 110% of the services value. + 3. All taxes & duties	1. Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor). 2. All risk insurance, Riots, Strikes and Malicious Damage) or Equivalent. 3. Terrorism etc.

Note:

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

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

(iii) SJVN as co-insurer or insurance policy in joint name of SJVN Foundation and Supplier/contractor is required; otherwise, the same needs to be corrected before the release of any payment towards the supply. This insurance policy is to be taken strictly as per the contract requirements. The Insurance cover for the same should start immediately after the receipt of the material at Bhima Kali Temple Distt. Shimla HP-172102, otherwise no payment against the Supply shall be made until supplier/contractor takes the insurance cover as per tender.

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

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

(ii) In case any short value insurance, the penalty shall be imposed on pro-ra

te basis based on the insurance receipt submitted by the contractor.

4.5 Remarks:

- Ø For 4.3 & 4.4 above, notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Owner.
- Ø For 4.3 & 4.4 above, the Contractor shall follow law of the land as may be prevalent from time to time for insurance.
- Ø It will be the responsibility of the supplier/contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage of fire during execution of the contract and purchaser shall be kept informed about it. The supplier/contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the supply shall/ work to be completed mutually agreed time schedule. The losses, if any, in such replacement will have to be borne by the supplier/contractor. On settlement of claims, the same shall be passed on to the contractor if the contractor has made replacement.
- Ø If any of the Insurance Policy (ies) need to be extended on account of reasons not attributable to supplier/contractor, then charges for the same shall be reimbursed at actual as ascertained during final Extension of Time.
- Ø It shall be prime responsibility of the contractor/supplier to take Insurance covers as above. In case failure on part of the contractor in obtaining required insurances, the same may be purchased by SJVN at the risk & cost of contractor if agreed and decided by SJVN. The premium for the same shall be deducted from the payment of the contractor with 10% administrative charges on premium amount.
- Ø In case of the any ambiguity in the Insurance Provisions as required in the contract, the rules are per Insurance Laws as per IRDAI shall prevail.

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

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

5.0 Warranty

5.1 The Material i.e. Pole, ropes /steel wire, PV Modules, Battery and LED light shall have warranty minimum two (02) year from the date of completion of entire scope of work [i.e. **Supply, installation& commissioning with change-over provision for both Hydel & solar supply system** as per technical specification] & handing over the entire system and acceptance of the system by the EIC[HOD,PSIT&C]. In case of any equipment/material is found defected/ problem within the warranty period due to poor quality of material, poor workmanship etc. the same will be replaced or rectified free of cost at project site [i.e. **at Bhimakali Temple Sahrahn Tehsil Rampur Bsr. Shimla (HP)]** , as necessary during the stipulated period in the contract or on the direction of EIC.

6.0 FORCE MAJEURE

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

6.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Owner in writing of such condition and the cause thereof. Unless otherwise directed by the Owner in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shal

l seek all reasonable alternative means for performance not prevented by t he Force Majeure event.

7.0 PAYMENT TERMS

7.1 Hundred percent (100%) payment including (100%) taxes shall be made within 10 days after the completion of entire scope of contract [i.e **Supply, installation& commissioning with change-over provision for both H ydel & solar supply system as per TS,BOQ & scope of work**], on gen eration of CRAC and on submission of following documents to EIC for the re lease of the payment: -

i. Invoices in Triplicate.

ii. Copy of GST No. &PAN No.

iii. Copy Contract Performance Security as per clause 2.0 of GTC above

iv. Copy of GR duly acknowledged at Bhima Kali Sarahan by EIC or his a uthorized representative for receiving material in good condition.

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

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

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

viii. Copy of certificate issued by EIC[HOD,PSIT&C] for successfully compl etion the entire scope of contract [i.e. **Supply, installation& comm issioning with change-over provision for both Hydel & solar s upply system as per TS,BOQ & scope of work**]

ix. Handing over certificate by the contractor.

x. Taking over certificate by the EIC

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

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

a) Name, Address & GSTIN of the Supplier

b) Specific Invoice Number format

c) Name and address of recipient

d) Address of Delivery

e) HSN code of goods and SAC for Services

f) Description and quantity of goods/services

g) Value of goods

h) Rate and amount of tax

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

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

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

Day of acceptance means day of actual delivery of goods or the rendering of services; or where any objection is made in writing by SJVN/SJVN Foundation 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 Foundation shall pay the principal amount plus compound interest with monthly rests from the date immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India time to time.

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

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

7.7 TAX DEDUCTION AT SOURCE UNDER GST/IT ACT: SJVN Foundation 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 Foundation shall give a statement in respect of such deductions to the contractor.

8.0 COMPLETION SCHEDULE

8.1 The basic consideration and the essence of the Contract shall be the strict adherence to the completion period. The entire Scope of contract [i.e. Supply, installation& commissioning with change-over provision for both Hydel & solar supply system as per TS,BOQ and scope of work and terms &condition] is to be completed the entire scope of contract within 30 days from the date of issuance of the award letter/GeM Contract.

9.0 LIQUIDATED DAMAGES

9.1 If the contractor fails to complete the entire scope of contract **[i.e. Supply, installation& commissioning with change-over provision for both Hydel & solar supply system as per TS,BOQ & scope of work]** with in the period(s) specified in the Contract, the Owner shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, as specified here in below.

9.2 The L.D. charges for delay in completion of entire scope of contract beyond the maximum completion period **[i.e 30 days]** as stipulated at **clause 8.0(8.1)** above shall be @ 1/2% (Half percent) per week or part thereof for the total contract value. The total amount of L.D. charges for delay under the Contract will be subject to a maximum of five percent (5%) of the total contract price.

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

9.4 Supplier’s obligations and the Owner’s remedies in respect of delay are solely and exclusively as stated in this Liquidated Damages clause subject to provisions of **Clause 10.0** and consequence thereof.

10.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

10.1 The Owner, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

a) if the Contractor fails to complete any part of all the work or all of the Goo ds within the period(s) specified in the Contract, or within any extension th ereof 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 f raudulent practices in competing for or in executing the Contract.

10.2 In the event the Owner terminates the Contract in whole or in part, the O wner may procure / get repaired, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered / un-r epaired, and the Contractor shall be liable to the Owner for any excess cost s for such similar Goods or Services. However, the Contractor shall continu e performance of the Contract to the extent not terminated.

11.0 TERMINATION FOR INSOLVENCY

The Owner may at any time terminate the Contract by giving written noti ce to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the C ontractor, provided that such termination will not prejudice or affect any rig ht of action or remedy which has accrued or will accrue thereafter to the O wner.

12.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

12.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default" and "Outbreak of War". The Owner shall in such an event give seven (7) days notice in writing to the Contractor of his decisio n to do so.

12.2 The Contractor upon receipt of such notice shall discontinue the work on t he date and to the extent specified in the notice, make all reasonable effo rts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminat ed, and assist the Owner in storage, maintenance, protection, and

disposition of the works acquired under the contract by the Owner.

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

13.0 SETTLEMENT OF DISPUTES

13.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and the Owner's Engineer.

13.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who within a period of ten (10) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

13.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

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

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

14.0 ARBITRATION (with Pvt. Party)

14.1 If at any time , any question, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with this contract, 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 a ny, of the Engineer has not become final or binding as aforesaid shall be se ttled by arbitration in the manner hereinafter provided.

14.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in Ind ia, the arbitration shall be conducted by three arbitrators, one each to be n ominated by the contractor and the Owner and the third to be named by th e 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 th e 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 Presid ent making such an appointment shall be furnished to both the parties. The arbitration shall be conducted in accordance with the provisions of the Arbi tration & Conciliation Act, 1996 or any statutory modification thereof.

14.3 In the event of the Contractor, that is to say a foreign supplier, the arbitra tion shall be conducted by three arbitrators, one each to be nominated by t he contractor and the Owner and the third by the President of the Internati onal Chamber of Commerce. The Arbitration shall be conducted in accor dance with the rule and procedure for arbitration of the International Chamber of Commerce, Paris.. If either of the parties fails to appoint its a rbitrator 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.

14.4 Arbitration(s) shall give reasoned award.

14.5 The decision of the majority of the arbitrators shall be final and binding up on the parties. The expenses of the arbitration shall be paid as may be det ermined 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 ev ent of any of the aforesaid arbitrators dying, neglecting, resigning of being unable to act for any reason, it will be lawful for the party concerned to no minate another arbitrator in place of the outgoing arbitrator.

14.6 The arbitrator shall have full powers to review and/or revise any decision, opinion, directions certification or valuation of the Engineer in consonance with the contract.

14.7 The arbitration proceedings shall be held at such place and time in Indi a as the Arbitrator(s) may determine. The decision of the Arbitrator(s) s hall be final and binding upon the parties hereto and the expenses of the A rbitration shall be paid as may be determine by the Arbitrators.

14.8 Performance under the contract shall, reasonably possible , continue du ring the arbitration procedures and payment due to the supplier by the purchaser shall not be withheld unless they are subject matter of the Arbitration proceedings.

15.0 ARBITRATION (WITH CPSEs)

15.1 "*In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Pub lic Sector Enterprises (CPSEs) /Port Authorities inter-se and also between CPSEs and Govt. Departments/ Organization (Excluding disputes relating t o Railways, Income Tax, Customs & Excise Departments), such dispute or d ifference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS -13578 dated 8th December, 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.*

16.0 APPLICABLE LAW

16.1 The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Rampur Bushahar/ Shimla/Delhi shall h ave exclusive jurisdiction in all matters arising under the Contract.

17.0 ENGINEER IN CHARGE (EIC)

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

18.0 CONSIGNEE

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

Bhima Kali Temple Sarahan Distt. Shimla -172102

C/o EIC[HOD (PSIT&C)],Nathpa Jhakri Hydro Power Station,

SJVN Ltd., Distt. Shimla, (HP)

Pin-172102 (INDIA), Contract No. 8628891362

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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