बिड संख्या/Bid Number: GEM/2026/B/8198162

दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-11-2026 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: neha.mahajan@sjvn.nic.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Primary frequency Response analysis , Custom Bid for Services - Governor and automatic generation control testing
समान श्रेणी/Similar Category	• Hiring of Third-Party Inspection Agency • Testing Service for On-Board /Commissioned Equipment/ Instrument related to Plant • Hiring of Third-Party Inspection Agency • Testing Service for On-Board /Commissioned Equipment/ Instrument related to Plant
अनुबंध अवधि /Contract Period	10 Month(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	9 Lakh (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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
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)	3505480
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	70110

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

DGM
Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(F And A Deptt., Njhps,jhakri)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/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

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st

March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. **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 % (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.
3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price-Breakup - 1793010126.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:1793446760.pdf

Instruction To Bidder:1793446774.pdf

Scope of Work:1792842024.pdf

Payment Terms:1793446780.pdf

Project Experience and Qualifying Criteria Requirement:1792842109.pdf

GEM Availability Report (GAR):1792842117.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1792842130.pdf

Penalties:1793446785.pdf

Custom Bid For Services - Primary Frequency Response Analysis (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Primary frequency Response analysis
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Soni Kumar	172201,OFFICE COMPLEX NJHPS SJVN JHAKRI	Project / Lumpsum Based	N/A

Custom Bid For Services - Governor And Automatic Generation Control Testing (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Governor and automatic generation control testing
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Soni Kumar	172201,OFFICE COMPLEX NJHPS SJVN JHAKRI	Project / Lumpsum Based	N/A

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

A. INSTRUCTIONS TO BIDDERS (ITB)

–

1.0 Plant Information

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

2.0 Communication and Transport Limitation

The Plant Site is located in the interior of Himachal Pradesh. The dam is located on the Sutlej River near village Nathpa in District Kinnaur. The underground power house is located near village Jhakr i in District Shimla. Jhakri is ahead of Shimla, the capital of the State of Himachal Pradesh about 15 0Km 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- Nathpa (NH -5).	:	285 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri- Nathpa.	:	300 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri- Nathpa.	:	385 Km (Approx.)

Transport Limitation

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

3.0 MINIMUM QUALIFYING REQUIREMENT: As per Annexure-I of ATC.

4.0 SCOPE OF PROPOSAL/ WORK

–

4.1 Scope of work covers **“Procurement of Services for Conducting Primary Frequency Response (PFR) Test, Governor Performance Assessment, Automatic Generation Control (AGC) Response Test, and Governor Model Validation & Verification for 6 × 250 MW Hydro Generating Units (Unit-1 to Unit-6) of Nathpa Jhakri Hydro Power Station (NJHPS)”- PCD-1050(O&M)/2026** in accordance with the Scope of Work at Annexure-A, forming part of the bidding document.

4.2 BOQ details are as under:

S.no	Description	UNIT	QTY.

1.	Model Validation and verification of Turbine/Governor and Load Control or Active Power/ Frequency Control Functions. Testing of Governor performance (PFR testing) including Draft and Final Report submission	No.	6
2.	Testing of Governor performance and Automatic Generation Control including Draft and Final Report submission	No.	6
3.	Travel, lodging and Boarding (shall be reimbursed as per actual against documentary evidence, maximum restricted to quoted amount)	No.	1

4.3 The bidder shall be required to offer their rates & prices for entire scope of work basis inclusive of GST.

4.4 The detailed complete scope of work in accordance with scope of work, BOQ are uploaded along with the bid and same shall be the Integral Part of the Contract**.**

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 AMENDMENT OF BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

6.2 The amendment will be notified through website (on ***www.sjvn.nic.in*** **&** ***https://gem.gov.in)*** to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein has been taken into account by the Bidder in its bid.

6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

7.0 EARNEST MONEY DEPOSIT {EMD/ BID SECURITY (FDR/TDR)} (ONLINE).

7.1 The bidder shall furnish, bid security/earnest money as part of bid amounting to **₹ 70,110/-**(**Rupees Seventy Thousand One Hundred and Ten Only**).

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

Remarks: The exemption of the submission of the EMD shall be given to the MSE firm only after verification of their MSE registration on MSME Databank {i.e. on website udyamregistration.gov.in}.

7.3 The bidder must also submit the bid security declaration as per SJVN Format (**Annexure-II**) uploaded on GEM Bid.

7.4 The Bid Security/EMD shall be submitted/deposited ONLINE in SJVN account through NEFT/RTGS as per detail given below:

Beneficiary Name:	SJVN LTD O AND M ACCOUNT, Payable at SBI Jhakri
Account No:	11543142129
IFSC Code:	SBIN0006988
Bank Branch:	SBI Jhakri

Caution: Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service provider would not responsible for the same.

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

7.6 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TDR {Pledged in favour of the NJHPS, preferably SJVN Ltd. Jhakri}/BG{**as per SJVN standard Format given at Annex-XI/GeM standard format(if any)} is also acceptable. The bid security shall remain valid for a period of 45 days beyond the original validity period and beyond any extension subsequently requested. The FDR/TDR in original/physical form should reach preferably on or before bid closing date at the address given below:

Deputy General Manager

(Procurement & Contract Department),

NJHPS, SJVN Ltd. Jhakri,

Distt. Shimla (H.P.)-172201.

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

Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered. If any bidders submitted EMD in the form of DDs, local Cheque/ outstations Cheque then SJVN may ask the bidder to submit the EMD as per clause no. 7.4 & 7.6 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.

7.7 The bid security/ EMD and bid security exemption certificates shall remain valid for a period of 45 days beyond the original bid validity period and any extension subsequently requested. If the Bid security/ Exemption certificate is not found valid for 45 days beyond the original bid validity period and any extension subsequently requested, SJVN may ask the bidder to extend the validity of the Bid security/ Exemption certificate for a period up to 45 days beyond the original validity period or else submit the EMD/ Bid security. Such EMD/ bid security shall be submit as per clause no. 7.4 & 7.6 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

7.8 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the opening of Price bid.

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

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

7.11 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form;

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit;

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

(iii) To start activities according to Work Completion Schedule.

8.0 Bid Prices

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

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

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

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

9.0 Bid Currencies

Bidders shall quote all prices in Indian Rupees only.

10.0 SUBMISSION OF BIDS

The bids will be submitted electronically at GEM Portal. **The bid is called under two parts system as under:-**

A. Price Bid Part:-

a. Bidder shall be required to offer their rates & prices for entire scope of contract. FIRM prices for FOR, Jhakri (HP, INDIA) basis is to be quoted inclusive of GST. **The format for calculating the Total Price is as per Schedule-I (i.e. Break-up of Quoted Price).**

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

c. The taxes & duties shall be paid as per applicable rate at the time of delivery of the material. 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 with in schedule completion/delivery period as per LOA, otherwise same shall be paid by the bidders. Accordingly the taxes & duties shall be quoted by bidder.

Note: All the participated bidders will also have to submit the breakup of the quoted price with GST as per Schedule-1 (i.e. break-up of quoted price) is to be uploaded along with Price Bid part only. The break-up shall be integral part of the contract and the payment shall be regulated as per the break-up submitted**. No price part/price breakup is to be submitted along with techno commercial bid otherwise bid shall be rejected as per GeM GTC .**

B. Techno-commercial bid part which consist of followings:

(i) Supporting Documents as per PRE QUALIFICATION CRITERIA for proven technical experience, similar contract experience, Annual Financial Turnover etc. as per Annexure-I attached.

(ii) Copy of GST Registration No.

(iii) Copy of PAN No.

(iv) Copies of EPF(As applicable) & ESIC (As applicable).

(v) Earnest Money Deposit /FDR/TDR/ Copy of the MSE/ NSIC /Start Up certificate as per clause no. 7.0.

(vi) Bid Security Declaration Form as per SJVN Format (**Annexure-II**).

(vii) Undertaking (**Annexure-III)** as per clause No**. 17.0 below.**

(viii) Self-certification on company letter head by authorized person, regarding local content (**Annexure-IV**) as per clause No**. 18.0 below.**

(ix) Undertaking Land Border sharing (**Annexure-V)** as per clause No**. 19.0 belo**

w.

(x) Undertaking as per **Annexure-VI**.

(xi) Acceptance (Signed and Stamp) copy of **Annexure-VIII** as per clause No**. 17.0 below.**

(xii) TReDs registration details or undertaking (**Annexure-IX**) as per clause ref. no **20.0 below** (**applicable only for MSE vendors).**

► SJVN reserves the right to ask additional information if necessary after opening of the bid.

► The bidder(s) not meeting the above requirements shall be considered techno-commercial non-responsive bidder(s) and price bid of such bidder(s) shall not be opened.

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

11.0 DEVIATIONS:

No Deviation(s) from any terms and conditions is/are allowed, otherwise bid shall be rejected. The Bidder(s) are requested to represent for any amendment(s) in terms and condition before the opening of the bid. Any amendment shall be as per the discretion of SJVN, based on the nature of the amendment sought and the requirements of the work.

12.0 WITHDRAWAL OF BIDS

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

13.0 BID OPENING AND EVALUATION

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

► **Bids will be evaluated for the complete scope of work/ BOQ on single responsibility**

considering the Total Cost FOR Jhakri including all taxes.

14.0 CLARIFICATION OF BIDS

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

15.0 AWARD OF CONTRACT

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

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

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

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

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reje ct all bids at any time prior to award of contract, without thereby incurring any liability to the affec ted Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for t he Owner's action.

17.0 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 employee s that they will observe the high standard of ethics during the bidding process and execution of such Contracts. **For this purpose, the applicant shall sign the Undertaking as per Anne xure-III**. 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.

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

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

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

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

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

18.2The bidder will submit following along with their bid:-

1. Country of origin of Material/ Equipment/Services

2. The bidder will submit the percentage (%) of local content along with Self certification/declaration regarding Local Content in line with PPP-MII order, if applicable, to be submitted on a letter head of company {**As per Format enclosed at Annexure-IV**}.

18.3 In line with the revised PPP-MII order 2017 dated 04/06/2020, the bidder shall submit the self-certification/declaration, certifying that the item offered meets the Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on letter head of the company.

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

19.0 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-V** 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.

20.0 Mandatory Registration on TReDS portal for MSME Vendors:-

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

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

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

21.0 SIGNING OF THE CONTRACT AGREEMENT(Format Annexure-VII enclosed)

I. The Contract Agreement shall be signed only after submission of required CPG/PSD by the contractor in line with relevant provisions of contract and its acceptance by EIC/OICs/P&C.

II. The Contract Agreement (s) will be signed in three (3) originals on non –judicial Stamp Paper (03Nos) of ₹ 100/- each along with Six (06Nos) copies of judicial paper of ₹ 1/-each within 30(thirty) days of issue of Notification of awards/letter of Awards and the contractor shall be provided with one signed copy of "Original Agreement" and other will be retained by the owner. **The non-judicial stamp papers & judicial papers are to be purchased from Himachal Pradesh only**.

III. The agreement shall be signed by the authorized signatory of contractor. **, While signing of agreement, satisfactory evidence of authority of the Authorized Signatory signing on behalf of the Contractor shall be furnished on non-judicial stamp paper of an appropriate value in the form of a Power of Attorney/Authorization Letter, duly notarized by a Notary Public, indicating that the Authorized Signatory signing the agreement have the authority to sign the agreement and that the agreement is binding upon the contractor.**

IV. Subsequent to signing of the Contract(s), the contractor at his cost shall provide the owner with at least four (4) copies of Agreement (Hard Bound) with in twenty (20) days after signing of the contracts.

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

22.0 SUBMISSION OF DOCUMENTS BY POST:

The following documents in hard copy/original form sealed in envelop super scribed as **" "PCD-1050(O&M)/2026- "Procurement of Services for Conducting Primary Frequency Response (PFR) Test, Governor Performance Assessment, Automatic Generation Control (AGC) Response Test, and Governor Model Validation & Verification for 6 × 250 MW Hydro Generating Units (Unit-1 to Unit-6) of Nathpa Jhakri Hydro Power Station (NJHPS)."** are to be sent through post:-

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

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

► Any documents as asked or required are to be sent to the following address:-

DGM,

Procurement and Contract Department,

NJHPS, SJVN Ltd., Jhakri,

Distt. Shimla (H.P.)-172201.

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

B. SERVICE LEVEL AGREEMENT

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Definitions

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

(a) **"The Contract"** means the Contract Agreement entered between the Owner and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) **"The Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

(c) **"The Services"** means all those services necessary for Supply of the material and any other incidental services etc and other such obligations of the Contractor covered under the Contract.

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

(e) **"The Contractor"** means the individual or firm supplying the material & services und er 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 executi on.

(g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procur ement process or the execution of a contract to the detriment of the Owner and includes c ollusive 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 a nd 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 d ate of issue of LOA/GeM Contract, the successful Bidder shall furnish to the Owner, an uncondition al performance security for **five percent (05%)** of the Contract Price (inclusive of taxes). The cont ract security shall be valid up to Sixty (60) days after the completion of Contract period (Refer Sr. No. 6.0 below).

2.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. GST as per applicable shall be attributable to the contractor.

2.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee **{As per SJVN standard format enclosed or as per the sta ndard format of GeM (if any)}** issued preferably by a nationalized Bank/ any scheduled as p er RBI guidelines**,** acceptable to the Owner or in the form of FDR or TDR (pledged in favour of SJ VN Ltd.) or online transfer to NJHPS, SJVN Bank Account (as per details given in ITB Clause no. 7 .4) etc. In case CPG is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier’s/contractor’s Bank shall also send electronic message through secure SFMS to Employ er’s/Buyer’s Beneficiary Bank whose details are provided in the ITB Clause No. 7.0(7.4) above.

2.4 The performance security will be discharged by the Owner and returned to the Contractor not l ater than sixty (60) days after the after completion of contract period.

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

2.6 The MSE/ NSIC/Startup firms are not exempted from the submission of the Contract Performance Security.

3.0 INSURANCE

The contractor shall insure his all man against any mishap / accident. SJVN shall bear no responsibility and financial liability for any mishap/accident for contractor man power / machinery.

4.0 FORCE MAJEURE

4.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to complete the work within time specified for all or any part of the equipment 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 work shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of normal work even though such case may occur after performance of firm's obligation has been delayed for the other causes.

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

5.0 PAYMENT TERMS

A. 30% of the Contract Price (with taxes) and 100% Travel expenses at actual basis shall be released within 10 days upon successful completion of all site testing activities and on submission of following documents to the EIC for verification:

i) Bills in triplicate.

ii) Photocopy of unconditional acceptance of letter of Award/work order along with copy of signed agreement (only 1st R.A Bill).

iii) Copy of GST registration & PAN No (only 1st R.A Bill).

iv) Contract performance security (only 1st R.A Bill)

v) Work completion certificate issued by EIC

vi) Documentary evidence of travel charges

B. 40% of the Contract Price (with taxes) shall be released upon submission of the Draft Report and on submission of following documents to the EIC for verification:

i) Bills in triplicate

ii) Certificate issued by EIC for submission of draft report by Contractor

C. 30% of the Contract Price (with taxes) shall be released after successful submission and acceptan ce of the Final Report by NRLDC and SJVN on submission of following documents to the EIC for veri fication:

i) Bills in triplicate

ii) Certificate issued by EIC for submission of Final report by Contractor

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

a) Name, Address & GSTIN of the Supplier

b) Specific Invoice Number format

c) Name and address of recipient

d) Address of Delivery

e) HSN code of goods and SAC for Services

f) 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 Pr ovider

5.2 **TAX DEDUCTION AT SOURCE UNDER GST/IT ACT**: SJVN Ltd. shall be entitled to make all deduction towards taxes from the payments to be made as per govt. rules under GST/IT ACT. H owever, SJVN Ltd. shall give a statement in respect of such deductions to the contractor.

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

5.4 The payment shall be released through electronic fund transfer and hence you are requested t o give your bank account detail along with IFSC/RTGS code of your bank branch. **The required de tail is to be uploaded along with the bid".** Bank charges if any, shall be borne by you. The de tails to be submitted in the schedule as enclosed.

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

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

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

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

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

6.0 WORK COMPLETION SCHEDULE: The entire scope of work including planning, data acquisi tion, testing, analysis, model validation and submission of Final Reports shall be completed within **Ten (10) months** from start of GeM Contract on GeM Portal.

7.0 DEPUTATION OF SERVICE ENGINEER: -

The data acquisition and testing activities shall be carried out during the lean season/low river flow period(December to March). The Vendor shall mobilize and commence testing **within Fifteen (15) days from the date of notification by the Engineer-in-Charge (EIC), NJHPS.**

8.0 PENALTY:

If the Contractor fails to mobilize and commence testing at Site within 15 days from the date of not ification by EIC, then penalty of half percent (1/2%) per day of the delay or part thereof subject to maximum of ten percent (10%) of Total Contract Price shall be levied.

9.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

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

a) If the Contractor fails to complete any part of all the work or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Owner.

b) If the Contractor fails to perform any other obligation(s) under the Contract.

c) If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

9.2 In the event the Owner terminates the Contract in whole or in part, the Owner may procure / get repaired, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered / un-repaired, and the Contractor shall be liable to the Owner for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

10.0 TERMINATION FOR INSOLVENCY

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

11.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

11.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in storage, maintenance, protection, and disposition of the works acquired under the contract by the Owner.

11.3 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.

12.0 SETTLEMENT OF DISPUTES

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.

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.

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.

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.

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.

13.0 ARBITRATION (WITH PVT. PARTY):

13.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

13.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties.

13.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.

13.4 Arbitration(s) shall give reasoned award.

13.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning of being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

13.6 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.

14.0 ARBITRATION (WITH CPSEs):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Authorities inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference 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.

15.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

16.0 APPLICABLE LAW

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

17.0 NOTICES

► Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable telex, or facsimile and confirmed in writing to the other party's address specified in GEM/BID.

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

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

19.0 SAFETY MEASURES:

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

I. All safety precautions shall be adopted while carrying out the maintenance work.

II. The contractor will provide all necessary testing and safety equipment to their workers/

maintenance engineers.

III. Any damage during execution of work due to carelessness on the part of maintenance staff of the contractor shall be the responsibility of contractor and be replaced/ rectified by him without any extra cost to SJVN.

20.0 ENGINEER IN CHARGE (EIC):

The E.I.C of this contract shall be HoD(PHEM), Power House NJHPS, SJVN Ltd., Jhakri, Dist. Shimla (H.P.), PIN- 172201.

21.0 CORRESPONDENCE:

i. All correspondence related to this work before award of the contract shall be addressed to D GM, Procurement & Contract Deptt, NJHPS, SJVN Ltd., Jhakri, Distt Shimla (H.P.), PIN- 172201. PH N o. 0091-1782-275794.

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

22.0 BILL TRACKING SYSTEM: Prior to the submission of the bills in physical form, service provider shall s ubmit 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 Bi ll tracking system. In order to use this system, a user manual for service provider is available under Vendo r bill tracking system section. Service provider is required to enter the user ID, password and OTP (one-tim e 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 pro vided by service provider to the concerned department. Once the service provider has received its userna me 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 provi der 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 subm ission a unique VITMS number (Reference Number) will be generated and service provider will rec eive 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 bi ll. All the actions taken by the concerned officials of SJVN Ltd. can be easily been tracked in the "Invoice St atus Section" by service provider.

(iv) After the final payment, vendor can download the details of the payment under check forwarding detail s section on the invoice upload and track screen.

*****

.

2. **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 कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---