बिड संख्या/Bid Number: GEM/2026/B/8295748
दिनांक /Dated: 20-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	15-12-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-12-2026 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: sjvn.swarajsingh@sjvn.nic.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of a 50-Ton Capacity Heavy Lifting/Duty Crane for removal / shifting of boulders for carrying out maintenance activities of Radial Gate 3 at Nathpa Dam, NJHPS, Nathpa
समान श्रेणी/Similar Category	• Hiring of Special Purpose Mining or Earth Moving Machines (Monthly Basis) • Hiring of Special Purpose Mining or Earth Moving Machines and Cranes (Shift Based) • Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes (per Hour basis)
अनुबंध अवधि /Contract Period	1 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
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)	826000
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	16520

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).	3

(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 :
F&A deptt. NJHPS, SJVN Ltd, Jhakri
Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(Deputy General Manager)

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. **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.
2. 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.
3. 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 :

Format for beakup of the contract price to be uploaded along with PRICE BID Only - 1795147166.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Instruction To Bidder:1795147178.pdf

Scope of Work:1795147184.pdf

Payment Terms:1795147190.pdf

GEM Availability Report (GAR):1795088565.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1795088573.pdf

Any other Documents As per Specific Requirement of Buyer -1:1795147195.pdf

Pre Qualification Criteria (PQC) etc if any required:1795147975.pdf

Custom Bid For Services - Hiring Of A 50-Ton Capacity Heavy Lifting/Duty Crane For Removal / Shifting Of Boulders For Carrying Out Maintenance Activities Of Radial Gate 3 At Nathpa Dam, NJHPS, Nathpa (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of a 50-Ton Capacity Heavy Lifting/Duty Crane for removal / shifting of boulders for carrying out maintenance activities of Radial Gate 3 at Nathpa Dam, NJHPS, Nathpa
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

विवरण/ Specification	मूल्य/ Values
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	Sanjay Kumar	172115,STORES DEPTT NJHPS SJVN LTD NATHPA DISTT KINNAUR (HP) PIN 172115	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

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A. **INSTRUCTIONS TO BIDDERS (ITB)**

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

1.0 General Instructions

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

2.0 Plant Information

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

3.0 Communication and Transport Limitation

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

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

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

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

(i)	Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur – Jhakri- Nathpa(NH- 05).	:	280 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri- Nathpa	:	302 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur – Jhakri- Nathpa	:	387 Km (Approx.)

Transport Limitation

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

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

4.0 Minimum Qualifying Requirement: -

4.1 Proven/Technical Experience: - The bidder should have experience of having successfully carr ied out the contract/services for "**Providing, deploying and operating a hydraulic/mobile cra ne of minimum 50-ton lifting capacity for material handling/heavy lifting/loading/unloa ding/erection/shifting /positioning of heavy equipment/materials**" during last seven (07) y ears ending last date of month previous to one in which tender/NIT is uploaded on web by SJVN.

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

i. Copy (ies) of LOAs/ Work Orders/ Agreements.

ii. Copy (ies) of satisfactorily completion certificate/ Documentary evidence indicating the date of completion from end user.

iii. In case the LOAs/ Work Orders/ Agreements are from the Private Company (ies)/firm (s), then copy(ies) of documents establishing the transaction(s)(Copy of TDS/Copy of G ST e-invoice or Copy of GST R-1/GST R-9 return downloaded from GST portal, as applica ble) for the same are also need to be submitted along with satisfactory completion certi ficate.

4.2 The bidder shall possess valid firm **registration and other applicable statutory licenses/reg istrations required for providing crane-hiring services.**

5.0 Scope of Proposal

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

5.2 The detailed complete Scope for **"Hiring of a 50-Ton Capacity Heavy Lifting/Duty Crane for removal / shifting of boulders for carrying out maintenance activities of Radial Gate 3 at Nathpa Dam, NJHPS, Nathpa"** as per scope of work and terms and condition enclosed Ann exure-A along with bid. **The BOQ of the bid are as under:-**

Sr. No	Item Description	Quantity	Unit

1	**Hiring of one 50-ton capacity heavy-lift crane, including qualified operator, competent rigger/signalman, diesel, lubricants, lifting tools & tackles, maintenance and other consumables, for lifting, shifting, loading, unloading and positioning of underwater materials/boulders as required by NJHPS, SJVN Ltd, Nathpa Dam.** {Detailed scope of work and additional terms and condition Annexure-A enclosed along with the bid}	**10**	**Day**
2	**Mobilization and demobilization of the crane including To and Fro transportation charges.**	**1**	**Lumsum**

Note:- *The number of days indicated in the above BOQ are tentative. Accordingly, payment shall be made on a* ***pro-rata basis for the actual number of days for which the crane is utilized at site****, as per the direction of EIC.*

5.3 The detailed complete scope as per scope of work and additional terms and condition Annexure-A uploaded along with the bid and same shall be the Integral Part of the Contract.

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

5.5 Accommodation of deployed personnel shall also be arranged by the contractor. However, if accommodation is provided by SJVN, subject to availability, the applicable accommodation charges shall be recovered as per SJVN rules.

6.0 COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7.0 The Bidder is expected to examine all instruction, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

8.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

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

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

10.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting for **₹16,520/- (₹ Sixteen Thousand Five Hundred Twenty Only).**

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

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

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

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

Beneficiary Name:	SJVN LTD O AND M ACCOUNT, Payable at SBI Jhakri

Account No:	11543142129
IFSC Code:	SBIN0006988
Bank Branch:	SBI Jhakri

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

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

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

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

Head of Department

(Procurement & Contract Department),

NJHPS, SJVN Ltd. Jhakri,

Distt. Shimla (H.P.)-172201

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

10.8 The bid security/ EMD and bid security exemption certificates shall remain valid for a period of 45 days beyond the original bid validity period and any extension subsequently requested. If the Bid security/ Exemption certificate is not found valid for 45 days beyond the original bid validity period and any extension 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 submit as per clause no. 10.4 & 10.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

10.9 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later th an thirty (30) days after the expiration of the bid validity period or after the opening of price bid wh ichever is earlier.

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

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

10.12 The bid security may be forfeited

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

(b) If bidders does not withdraw the deviation mentioned in the bid.

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

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

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

11.0 Bid Prices

- Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire suppl y on a "single responsibility" basis such that the total bid price covers all the supplier's obligation s 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 ou tlined in the bidding documents.

- Bidders shall give the required details and breakup of their prices after the opening of the financial bid part[If required].

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

12.0 Price Adjustment Data

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

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

A. Price Bid Part:-

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

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

c. The taxes & duties shall be paid as per applicable rate at the time of completion of contract. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made with in schedule completion period as per LOA, otherwise same shall be paid by the bidders. Accordingly the taxes & duties shall be quoted by bidder.

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

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

B. Techno-Commercial bid part consist of followings:

i. Documents as per PRE-QUALIFICATION REQUIREMENT as per above ATC (ITB) Clause No. 4.0

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

ii. Copy of GST Registration No.

iii. Copy of PAN No.

iv. Earnest Money Deposit & Bid Security Declaration form as per **Annexure-B.**

v. Undertaking as per Annexure-C along with the acceptance copy of Annexure- D (as per **clause 20.0 below).**

vi. Undertaking of self-certification of local content as per **Annexure-E** i.e. declaration of the local content (as per **clause 21.0 below)**

vii. Undertaking Land Border sharing as per **Annexure-F** (as per **clause 22.0 below).**

viii. Undertaking as per **annexure-G.**

ix. TReDs registration details or undertaking as per clause ref. no 23.0 below **(for MSE vendors only).**

x. Acceptance (Signed and Stamp) copy of Scope of work and additional terms and condition Annexure-A along with the technical bid**.**

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

14.0 WITHDRAWAL OF BIDS

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

per bid security declaration submitted by the firm along with their bid.

15.0 BID OPENING AND EVALUATION

- The Owner will open all bids electronically, on the date and at the place specified in the GE M 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 w orking day.

- **Bids will be evaluated for the Overall L-1 basis FOR NJHPS, SJVN Ltd. Nathpa basi s including all taxes & duties for entire scope of supply as per technical specification & BOQ uploaded along with the bid**.

16.0 CLARIFICATION OF BIDS

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

17.0 INFLUENCING THE OWNER

- No Bidder shall contact the Owner on any matter relating to its bid, from the time of the ope ning of bids to the time the contract is awarded.

- **Any effort by a Bidder to influence the Owner in the Owner’s bid evaluation, bid c omparison or contract award decisions may result in rejection of the Bidder’s bid .**

18.0 AWARD OF CONTRACT

- The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid on single responsibility ba sis for entire scope of supply as per TS & BOQ uploaded along with bid, further provided tha t the bidder is determined to be qualified to perform the contract satisfactorily.

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

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

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

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

20.0 Corrupt or Fraudulent Practices

It is expected from the bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees that they will observe the high standard of ethics during the bidding process and execution of such Contracts. **For this purpose, the applicant shall sign the Undertaking as per annexure-C.** In pursuance to this policy:

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

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

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

a) 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.

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

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

21.0 <u>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.</u>

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

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

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

21.2 **The bidder will submit following along with their bid:-**

1. Country of origin of Material/ Equipment/Services/Works

2. The bidder will submit the percentage (%) of local content along with Self-certification regarding Local Content in line with PPP-MII order, if applicable to be submitted on company letterhead by authorized person [**As per format Annexure-E enclosed]**.

21.3 In line with the revised PPP-MII order 2017 dated 16/09/2020, the bidder shall submit the self-certification, certifying that the item offered meets the Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on company letter head by the authorized person..

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

22.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

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

23.0 Mandatory Registration on TReDS portal for MSME Vendors:-

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

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

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

24.0 SIGNING OF THE CONTRACT AGREEMENT(Format Annexure- H enclosed)

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

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

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

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

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

of Tender /Bid Documents.

25.0 Submission of documents by post:

The following documents in hard copy/original form sealed in envelop super scribed as "**PCD-1059(O&M)/2026- "Hiring of a 50-Ton Capacity Heavy Lifting/Duty Crane for removal / shifting of boulders for carrying out maintenance activities of Radial Gate 3 at Nathpa Dam, NJHPS, Nathpa"** are to be sent through post:-

(i) Earnest Money Deposit (In original) if submitted in the form of FDR/TDR/BG as per **clause no. 10.0 above.**

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

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

HOD(P&C),

Procurement and Contract Department,

NJHPS, SJVN Ltd., Jhakri,

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

Phone No. 01782-275236.

Fax No. 01782-234049/ 275106.

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

26.0 BILL TRACKING:

Prior to the submission of the bills in physical form, supplier shall submit the bills in SJVN vendor bill tracking portal available in SJVN official website https://www.sjvn.nic.in under quick link section. Further, supplier may track the status of bills online through Vendor Bill tracking system. In order to use this system, a user manual for supplier is available under Vendor bill tracking system section. Supplier is required to enter the user ID, password and OTP (one-time password) for every log in. The user ID and password shall be obtained from the concerned department of SJVN Ltd. However, the OTP wi

ll be received to the supplier in the registered mobile number provided by supplier to the concerned department. Once the supplier has received its username and password from the concerned depart ment, supplier shall follow the below mentioned steps:

- Once supplier received the user ID and password from the concerned department, the supplie r can log in to vendor bill tracking system with the user ID, password and OTP.

- After Log in, supplier shall enter the details required in the vendor portal screen, and submit t he invoice specifically to the concerned SJVN official's email ID (abcd@sjvn.nic.in), after submis sion a unique VITMS number (Reference Number) will be generated and supplier will receive an automated unique VITMS number (Reference Number) both in its registered email ID and mobil e number.

- On receipt of the physical bill, concerned SJVN official shall online acknowledge the receipt of t he bill. All the actions taken by the concerned officials of SJVN can be easily been tracked in the "Invoice Status Section" by supplier.

- After the final payment, vendor can download the details of the payment under check forwardi ng details section on the Invoice upload and track screen

B GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Definitions

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

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

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

(c) **"The Services"** means all those services necessary for the Supply of material, installatio n, testing & commissioning of the same at site and any other incidental services etc. and o ther such obligations of the Contractor covered under the Contract.

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

(e) **"The Contractor"** means the individual or firm carrying out the complete scope of work under this Contract.

(f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract executi on.

(g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procure ment process or the execution of a contract to the detriment of the Owner and includes coll usive practice among Bidders (prior to or after Bid submission) designed to establish bid pr ices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition".

2.0 CONTRACT PERFORMANCE SECURITY/ GUARANTEE

2.1 Within **twenty-eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA, the successful Bidder shall furnish to the Owner, an unconditional performance se curity for **five percent (05%)** of the Contract Price including GST. The contract security shall be v alid up to Sixty (60) days after completion of the entire scope of contract. The same may need to b e extended as per the direction of SJVN as per the terms of LOA/GeM Contract.

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

2.3 The performance security shall be denominated in the currency of the Contract and shall be in th e form of Bank Guarantee **(As per the SJVN format enclosed/As per the Standard Format of GeM)**) issued preferably by a nationalized bank/ scheduled bank as per RBI guidelines, accepta ble to the Owner or in the form of FDR/TDR or online bank transfer in SJVN account(As per bank a ccount 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 IFS C 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 re sponsible for the same

2.4 **In case CPG is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure SFMS to Employer's/Buyer's Beneficiary Bank whose details are provided as above.**

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

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

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

3.0 INSURANCE: The contractor shall insure his all man and machinery etc. against any mishap / accident. Contractor shall submit the insurance policy to this effect to the EIC of the work. SJVN shall bear no responsibility and financial liability for any mishap/accident for contractor 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 make completion of work at site within schedule time for all or any part of the item due to the act of God, war declared or undeclared, acts of public enemy, riots, civil commotion, invasion, insurrection, sabotage, acts of restraint of Government, federal, state or municipal action or regulation, fire, flood, hurricanes, accidents, epidemic, quarantine, restrictions, or any failure on the part of the Owner or his representative to approve or comments on drawings or other causes, contingencies or circumstances not subject to their control, whether of a similar or dissimilar nature which prevents the Contractor from completion of work. Any such cause or delays even though not existing on the date of the contract on or the date of start of reclaiming shall extend the time of performance automatically by length of delays occasioned thereby, including delay reasonably incidental to the resumption of normal reclamation work even though such case may occur after performance of firm's obligation has been delayed for the other causes.

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

5.0 PAYMENT TERMS

5.1 The 100% payment along with 100% taxes and duties will be made within 10 days after the succ

essfully completion of the entire scope of work under the contract and on submission of following documents to EIC and verification of the same:-

i. Bills in triplicate.

ii. Photocopy of unconditional acceptance of letter of Award/work order along with copy of signed agreement.

iii. Copy of CPG as per Clause-2 above

iv. Copy of GST registration & PAN No

v. Work completion certificate issued by EIC for completion of entire scope of work und er the contract.

5.2 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) Name and quantity of goods/services

g) Value of goods

h) Rate and amount of tax

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

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

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

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

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

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

6.0 WORK COMPLETION SCHEDULE

6.1 The crane shall be hired for a **period of 10 days**. The hiring period shall commence from the day following the arrival of the crane at Nathpa and its acceptance by the EIC/authorized representative. **Payment shall be made on a pro-rata basis for the actual period of utilization, duly certified by the EIC/authorized representative**.

6.2 **The contractor shall deploy the crane within 07 days from the date of intimation by EIC or their authorized representative through email.**

7.0 LIQUIDATED DAMAGES

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

7.2 The L.D. charges for delay in deployment of the crane beyond the period as stipulated at **clause 6.0(6.2)** above shall be @ 1/2% (Half percent) per day, subject to a maximum of Ten percent (10 %) of the total contract price.

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

7.4 Contractor’s obligations and the Owner’s remedies in respect of delay are solely and exclusively as stated in this Liquidated Damages clause subject to provisions of **Clause 8.0** and consequence thereof.

8.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

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

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

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

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

For the purpose of this Clause:

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

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

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

9.0 TERMINATION FOR INSOLVENCY

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

10.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

10.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default" and "Outbreak of War". The

Owner shall in such an event give thirty (30) days notice in writing to the Contractor of his decisio n to do so.

10.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the exten t specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contra cts to the Owner, stop all further sub-contracting or purchasing activity related to the work termin ated, and assist the Owner in storage, maintenance, protection, and disposition of the works acqui red under the contract by the Owner.

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

11.0 SETTLEMENT OF DISPUTES

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

11.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contrac tor, 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 o f the Contract, it shall, in the first place, be referred to and settled by the Engineer, who within a p eriod of ten (10) days after being requested by either party to do so, shall give written notice of hi s decision to the Owner and the Contractor.

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

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

11.5 In the event of the Engineer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as t he 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.

12.0 ARBITRATION (with Pvt. Party)

12.1 If at any time, any question, disputes or difference, whatsoever, shall arise between the purchas er and the supplier upon or in relation to or in connection with this contract, either party m

ay forthwith give to the other, notice, in writing , of the existence of such question, dispute or differences. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

12.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third to be named by the President of Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the President of the Institution of Engineers, India shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.

12.3 In the event of the Contractor, that is to say a foreign supplier, the arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the Owner and the third by the President of the International Chamber of Commerce. The Arbitration shall be conducted in accordance with the rule and procedure for arbitration of the International Chamber of Commerce, Paris.. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the arbitration clause, the President of the International Chamber of commerce shall have the power at the request of either of the parties, to appoint the arbitrators. A certified copy of the said President making such an appointment shall be furnished to both the parties.

12.4 Arbitration(s) shall give reasoned award.

12.5 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expenses of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning 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.

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

12.7 The arbitration proceedings shall be held at such place and time in India as the Arbitrator(s) may determine. The decision of the Arbitrator(s) shall be final and binding upon the parties hereto and the expenses of the Arbitration shall be paid as may be determine by the Arbitrators.

12.8 Performance under the contract shall, reasonably possible , continue during the arbitration procedures and payment due to the supplier by the purchaser shall not be withheld unless they

are subject matter of the Arbitration proceedings.

13.0 ARBITRATION(WITH CPSEs)

13.1 **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 Department s/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolu tion 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 bindi ng on both the parties.**

14.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwi se, 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 n ot apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

15.0 WORKMAN COMPENSATION: The Contractor shall be responsible for and shall pay any co mpensation 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 cl aim on this account.

16.0 SAFETY MEASURES:

The contractor shall be responsible to ensure all safety measure for his staff during the work. In c ase 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/ m aintenance engineers.

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

17.0 APPLICABLE LAW

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

18.0 ENGINEER IN CHARGE (EIC):

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

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

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3. **Buyer Added Bid Specific Scope Of Work(SOW)**

   File Attachment Click here to view the file.

4. **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---