बिड संख्या/Bid Number: GEM/2026/B/8301633
दिनांक /Dated: 25-11-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 17-12-2026 14:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 18-12-2026 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<br>Buyer Email id: sjvn.swarajsingh@sjvn.nic.in |
| वस्तु श्रेणी /Item Category | Custom Bid for Services - Rate contract for gas refilling in departmental cylinders for two year at NJHPS SJVN Ltd Jhakri |
| समान श्रेणी/Similar Category | • Refilling of Industrial Gases in Cylinders<br>• Refilling of LPG cylinders<br>• Refilling of Medical Gases in Cylinders |
| अनुबंध अवधि /Contract Period | 2 Year(s) |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Certificate (Requested in ATC)<br>*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 विवरण/Bid Details | |
|---|---|
| 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)** | 885796 |
| **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 | 17716 |

**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). | 26 |

(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 - 1795589704.xlsx

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**1795589020.pdf

**Payment Terms:**1795588976.pdf

**GEM Availability Report ( GAR):**1795588992.pdf

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**1795589004.pdf

**Instruction To Bidder:**1795588983.pdf

**Any other Documents As per Specific Requirement of Buyer -1:**1795589013.pdf

## Custom Bid For Services - Rate Contract For Gas Refilling In Departmental Cylinders For Two Year At NJHPS SJVN Ltd Jhakri ( 1 )

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification | मूल्य/ Values |
|---|---|
| **कोर / Core** | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Rate contract for gas refilling in departmental cylinders for two year at NJHPS SJVN Ltd Jhakri |
| 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 | Sachin Kumar | 172201,O AND M STORES NJHPS SJVN JHAKRI | 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 Quarters, SJVN Ltd. Shakti Sadan, Shanan, Shimla, Himachal Pradesh Pin No.-171006, have their Nathpa Jhakri Hydroelectric Power Plant with a capacity of 6x250 MW at Nathpa (Distt. Kinnaur) and Jhakri (Distt. Shimla) in the State of Himachal Pradesh, India.

**2.0 Plant Information**

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

**3.0 Communication and Transport Limitation**

The Plant Site is located in the interior of Himachal Pradesh. The dam is located on the Sutlej River near village Nathpa in District Kinnaur. The underground power house is located near village Jhakri in District Shimla. Shimla, the capital of the State of Himachal Pradesh is enroute about 150Km South-West from J hakri. 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 ap proachable by the following roads/routes:-

| | | | |
|---|---|---|---|
| (i) | Kalka - Dharampur - Solan - Shimla - Narkanda - Ram pur - Jhakri(NH- 05). | : | 235 Km (Approx.) |
| (ii) | Kalka - Dharampur - Solan - Shimla - Dhalli - Basantp ur - Rampur – Jhakri. | : | 257 Km (Approx.) |
| (iii) | Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dha mi - Basantpur - Rampur – Jhakri. | : | 342 Km (Approx.) |

**Transport Limitation**

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

## 4.0 SCOPE OF WORK:

4.1 The scope of work consists of "**Rate contract for gas refilling in departmental cylinders for two ye ar at NJHPS, SJVN Ltd. Jhakri" [PCD-1055(O&M)]. {**Detailed as per Scope of work and additional ter ms and condition uploaded along with the bid and the same shall be an integral part of the Contract.

4.2 The detailed BOQ of the bid are as under:-

| **S.No** | **Item Description** | **Unit** | **Quantity for tw o year** |
|---|---|---|---|
| 1 | OXYGEN GAS | Cubic Meter | 1400 |

| | | | |
|---|---|---|---|
| 2 | DISSOLVED ACETYLENE GAS | Cubic Meter | 750 |
| 3 | NITROGEN GAS | Cubic Meter | 70 |
| 4 | ARGON GAS | Cubic Meter | 70 |
| 5 | REFILLING CO2 GAS | KG | 3105 |
| 6 | Hydraulic Testing of cylinders | Cylinder | 150 |
| 7 | Transportation charges | Trip | 4 |

4.3 Transportation of empty cylinder from NJHPS-Jhakri to re-filling site of the bidder and subsequenttranspor tation of filled cylinders from re-filling site of the bidder to NJHPS-Jhakri shall constitute **one-trip.**

**4.4 The above TRIPS are TENTATIVE and may vary as per actual requirement of gases. However, payment shall be made on an actual basis, as per the trip utilized.**

**4.5 The quantity of cylinders per trip will be between 60 and 70 (tentative).**

4.6 **VARIATION**: The quantities mentioned in above BOQ are tentative hence there may be positive variation upto +ve 50% of the total contract amount, irrespective of the type of gases. **The payment shall be rel eased at actual on unit rate basis depending upon the actual quantity of the cylinders refilled .**

4.7 To and Fro **insurance charges** shall be reimbursed at actual against the documentary Proof.

4.8 Bids shall be evaluated for the **Entire Scope of Supply FOR NJHPS, SJVN Ltd., Jhakri**, and the contrac t shall be placed for the **entire scope inclusive of To-and-Fro transportation (Trip) charges**.

However, during execution, **SJVN/EIC reserves the right** to execute the contract either on **FOR NJHPS, Jhakri basis** or **Ex-Works basis**. In case the contract is executed on an **Ex-Works basis**, the **transport ation of cylinders to and from the bidder's works**, corresponding to **BOQ Sl. No. 7** shall be **arrang ed by SJVN**.

4.9 **REFILLING OF ACETONE IN DA CYLINDERS**: No separate charges shall be paid for filling of acetone in DA cylinders. The prices quoted for DA shall be inclusive of acetone, if required.

4.10 **DESCRIPTION OF CYLINDERS TO BE REFILLED**: -

- DA gas cylinders: 6 cubic metres
- Oxygen, Argon & Nitrogen gas cylinders: 7 cubic metres

- Oxygen, Argon & Nitrogen gas cylinders: 7 cubic metres

- $CO_2$ gas cylinders: 45 kg

**4.11 Hydraulic testing of Cylinders**

- Hydraulic Testing of cylinders shall be carried out as per relevant Indian laws & standards and norms.
- Successful bidder may get the cylinder tested at duly authorized institutions/test centres in accordance wit h applicable statutory requirements and safety standards and test centres should issue testing certificate i ndicating serial number of cylinder tested in certificate.

4.12 The bidders are required to offer their price as per the price breakup uploaded along with the bid.

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

**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 o f the bidding process.

**6.0** The Bidder is expected to examine all instruction, forms, terms, specifications, and other information in the bi dding 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 re sult in rejection of its bid.

**7.0 AMENDMENT OF BIDDING DOCUMENTS**

7.1 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 .

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

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

**8.0 INSPECTION**: Inspection of the material shall be carried out by authorized representative of user department PHMM/PHEM/Nathpa at NJHPS Jhakri.

**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 furnis

hed 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 **₹17,716/-(₹ Seventeen Thousand Seven Hundred Sixteen Only).**

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

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

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

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

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

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

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

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

10.7 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR/TDR {Ple dged in favour of the NJHPS, SJVN Ltd. Jhakri**}/ **BG {As per GeM standard format}** is also accept able. In case EMD is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/c ontractor's Bank shall also send electronic message through secure SFMS to Employer's/Buyer's Beneficia ry Bank whose details are provided in the ITB Clause No. 10.0(10.4) above. The bid security shall remain v alid for a period of 45 days beyond the original validity period and beyond any extension subsequently req uested. 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 conside red, 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 bey ond the original bid validity period and any extension subsequently requested. If the Bid security/ Exempti on certificate is not found valid for 45 days beyond the original bid validity period and any extension subs equently requested, SJVN may ask the bidder to extend the validity of the Bid security/ Exemption certific ate for a period up to 45 days beyond the original validity period or else submit the EMD/ Bid security. Suc h EMD/ bid security shall submit as per clause no. 10.4 & 10.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

10.9 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period or after the opening of price bid whichever is earlie r.

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

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

10.12 The bid security may be forfeited

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

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

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

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

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

**11.0 Bid Prices**

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

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

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

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

**12.0 Price Adjustment Data**

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

**13.0 SUBMISSION OF BIDS: The bid is called under two (02) parts as under:-**

**A. Price Bid Part**

**a. Bidder shall be required to offer their rates for Entire Scope as per detailed Scope of w**

**ork uploaded along with the bid. FIRM prices for FOR Jhakri (HP, INDIA) basis is to be qu oted inclusive of the transportation charges and including GST.**

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

**c.** Any other deduction like TDS etc as applicable under this contract as per the Govt. laws shall be m ade from the payment of the contractor and statement for the same shall be provided by SJVN for t he same

**d.** The taxes & duties shall be paid as per applicable rate at the time of delivery of material/gases. An y increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be pai d by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & dutie s/ levy by the Govt. is made with in contract period as per LOA, otherwise same shall be paid by th e bidders. Accordingly the taxes & duties shall be quoted by bidder.

**Note: All the participated bidders will also have to submit the price breakup of the quot ed price with GST as per Schedule-1 (i.e. break-up of quoted price) is to be uploaded al ong with Price Bid part only.** The break-up shall be integral part of the contract and the payme nt 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/fi lled online on the GeM Portal, the price quoted/filled online on the GeM Portal shall be treated as th e correct and final price. Accordingly, the submitted Price Breakup shall be adjusted/corrected in lin e with the total price quoted online on the GeM Portal. **No price part/price breakup is to be su bmitted along with techno commercial bid otherwise bid shall be rejected as per GeM G TC.**

**B. Techno-Commercial bid part consist of followings:**

i. Copy of GST Registration No.

ii. Copy of PAN No.

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

iv. Undertaking as per Annexure-C along with the acceptance copy of Annexure- D (as pe **cla use 20.0 below).**

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

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

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

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

ix. 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.**

**Remarks:**

- SJVN reserves the right to ask the additional information after the opening of the bid.
- The bidder not submitting the information/documents as per Techno-Commercial bid part as above shall be considered non-responsive & their price bid shall not be opened.
- The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.

## 14.0 WITHDRAWAL OF BIDS

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

## 15.0 BID OPENING AND EVALUATION

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

- **Bids will be evaluated for the Overall L-1 basis FOR NJHPS, SJVN Ltd. Jhakri basis including all taxes & duties for entire scope of supply as per Scope of work uploaded along with the bid**.

## 16.0 CLARIFICATION OF BIDS

During bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid.The re

quest for clarification and the response shall be in writing on GeM portal, and no change in the price or s ubstance of the bid shall be sought, offered or permitted.

**17.0 INFLUENCING THE OWNER**

- No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of b ids to the time the contract is awarded.

- **Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparis on 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 sub stantially responsive and to be the lowest evaluated bid on single responsibility basis for entire scop e of supply as per TS & BOQ uploaded along with bid, further provided that the bidder is determined to be qualified to perform the contract satisfactorily.

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

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

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

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obliga tion 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-contract ors, manufacturer, sub-consultants, services providers, suppliers and/or their employees that they will o bserve 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 polic y:

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 <u>Local Supplier Categories:</u> 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 va lue addition is made, as prescribed in the PPP-MII Order 2017, on company letter head by the authorized pe rson..

**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 fals e 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, Governm ent of India order no F. No. 6/18/2019-PPD dated 23.07.2020 and various amendment/clarification issued in th is regard. The bidders for the purpose of compliance and its procedure for registration from Competent Autho rity etc. The bidder has to submit the undertaking as per **Annexure- F** regarding compliance of above-menti oned 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 manda tory 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 TReD S platforms only. MSE vendors can avail this benefit by registering themselves with any of the exchanges pr oviding 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 port al .**The contract shall be awarded to eligible MSE bidders only if they get themselves registered o n TReDs portal**. Therefore, the bidders shall submit the TReDs registration details along with their bid or el se can also submit an undertaking on their letterhead that " **it is confirmed that our firm shall get regist ered 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 whi ch 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 contract or 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-1055(O&M)/2026- "Rate contract for gas refilling in departmental cylinders for two year at NJHPS, SJVN Ltd. Jhakri"** 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.**

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

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

- After Log in, supplier shall enter the details required in the vendor portal screen, and submit the invoice specifically to the concerned SJVN official's email ID (abcd@sjvn.nic.in), after submission a unique VITMS number (Reference Number) will be generated and supplier will receive an automated unique VITMS number (Reference Number) both in its registered email ID and mobile number.

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

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

B. **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 t hereto and all documents incorporated by reference therein.

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

(c) **"The Services"** means all those services necessary for Supply of the material and any other incid ental 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 under this Cont ract.

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

(g) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement pro cess or the execution of a contract to the detriment of the Owner and includes collusive practice a mong Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-co mpetitive 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 o f LOA, the successful Bidder shall furnish to the Owner, an unconditional performance security for **five perc ent (05%)** of the Contract Price including GST. The contract security shall be valid up to Sixty (60) days aft er completion of the entire scope of contract. The same may need to be extended as per the direction of SJ VN 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 resul ting from the Contractor's failure to complete its obligations under the Contract.

2.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of

Bank Guarantee **(As per the SJVN format enclosed/As per the Standard Format of GeM)** issued preferably by a nationalized bank/ scheduled bank as per RBI guidelines, acceptable to the Owner or in the form of FDR/TDR or online bank transfer in SJVN account( As per bank account detail given below:-

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

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

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

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

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

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

**3.0 FORCE MAJEURE**

3.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to complete the entire scope of work at site within schedule time for all or any part of the item due tothe 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.

3.2 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.

**4.0 PERIOD OF CONTRACT**:

The period of rate contract shall be for**two (02) years** which shall be reckoned from the service start date as per GeM provision. The requirement of gases shall be conveyed by EIC from time to time by email/fax. The period of contract can be further extended upto one year on same rates, terms and conditions as per discretion of the SJVN and acceptance of the supplier.

**5.0 INSURANCE & INDEMINITY BOND (as per SJVN format Annexure- I enclosed)**

a. In case the order is executed by SJVN FOR Jhakri Basis all risk insurance coverage for cylinders to be issued for refilling shall be as under:

| **Sr. No** | **Description of Material** | **Qty** | **Insurance amount for empty cylinders(Rs)** | **Insurance amount for refilled cylinders(Rs)** | **Indemnity amount(Rs)** |
|---|---|---|---|---|---|
| 1 | Cylinder for DA Gas/Oxygen Gas/Argon/Gas/Nitrogen/ Acetone Gas | 1 | 2400 | 2400+Award Value | 2400 |
| 2 | Cylinder for CO2 Gas(old bank) | 1 | 7200 | 7200+Award Value | 7200 |
| 3 | Cylinder for CO2 Gas(New bank) | 1 | 20000 | 20000+Award Value | 20000 |

**Remarks: The value above is for each cylinder and same will be multiplied by the number of cylinders issued for refilling.**

b. The supplier shall arrange**all risk insurance from the time of picking of cylinders from NJHPS Jhakri to filling/re-filling/testing site until the delivery of these cylinders are delivered back at NJHPS, SJVN Jhakr**i. SJVN shall be the sole beneficiary against or any claims and shall be endorsed in the policy. The insurance shall include the services such as handling, loading, unloading and transportation from the period of handing over of the cylinders and till re-filled cylinders are delivered back at NJHPS Jhakri.

c. The Cylinders shall be issued on submission of Indemnity Bond to EIC as per SJVN standard format valid up to 30 days of schedule of completion period.

d. To and Fro **insurance charges** shall be reimbursed at actual against the documentary Proof.

*Note:- In case the order is executed by SJVN on Ex-Works Basis, then* ***Freight and Insurance shall be arranged by SJVN.***

**6.0 DELIVERY SCHEDULE: The delivery for the supply of gases as under: -**

6.1 **If the order is executed on Ex- works basis**:-

· The overall delivery period for gas refilling shall be 7 days from the date of notification by the Engineer-in-Charge (EIC). SJVN shall dispatch the empty cylinders only after receiving confirmation from the firm, which shall be provided within 3 days from the date of notification by the EIC.

· The firm shall complete the gas-refilling activity within 4 days from the date of receipt of empty cylinders in the departmental truck at the firm's premises.

· **For gas cylinder testing**, an additional period of 15 days over and above the overall delivery period specified for gas refilling shall be allowed to the firm.

6.2 **If the order is executed FOR Jhakri basis**: -

· The delivery period for gas refilling shall be 10 days from the date of notification by the EIC. This period shall include transportation of empty cylinders from Jhakri to the refilling site of bidder, refilling of gases, and transportation of filled cylinders from the refilling site of bidder to Jhakri.

· **For gas cylinder testing,** an additional period of 15 days over and above the overall delivery period specified for gas refilling shall be allowed to the firm.

**7.0 L.D CHARGES:**

7.1 **If the order is executed on Ex- works basis**: If the refilled cylinders are not handover to SJVN at the firm's premises within 04 days from the date of receipt of empty cylinders at the firm's premises, then liquidated damages @ ½ per day or part thereof subject to maximum 10% shall be levied on the ordered value of the trip.

7.2 **If the order is executed on FOR Jhakri basis**: - if the material/cylinder is not delivered at Jhakri within 10 days from the date of notification by EIC, then liquidated damages @ ½ per day or part thereof subject to maximum 10% shall be levied on the ordered value of the trip.

7.3 The firm shall complete the gas cylinder testing within **15 days**, in accordance with the completion schedule specified above. In case of delay beyond this stipulated period, liquidated damages (LD) shall be levied at the rate of 0.5% (half percent) of the ordered value of the trip per day or part thereof, subject to maximum 10% shall be levied on the ordered value of the trip.

**8.0 PAYMENT TERM:**

8.1 **100% percent prorate per trip** payment **including taxes (100%)** shall be made within 10 days after receipt of the full material at O&M store, NJHPS, SJVN, Jhakri and on submission of following documents to the consignee for release of payment: -

(i) Bills in Triplicate.

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

(iii) Copy of CPG (only with 1st R.A Bill)

(iv) Copy of GST Registration No & PAN(only with 1st R.A Bill)

(v) Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Jhakri by SJVN Indenter or his authorized representative or consignee, for receiving of material in good condition.

(vi) E-way bills (As per applicable Rules).

(vii) Inspection Report as per ITB clause sr. no 8.0.

(viii) Documentary proof of Insurance charges (if applicable).

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

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

a) Name, Address & GSTIN of the Supplier
b) Specific Invoice Number format
c) Name and address of recipient
d) Address of Delivery
e) HSN code of goods and SAC for Services
f) Name and quantity of goods/services
g) Value of goods
h) Rate and amount of tax
i) Other prescribed information Name, Address & Contact Details (Tel. no. etc.) of the Service Provider

8.4 **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.

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

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

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

8.6 All the payments for the supplier and/ or service (as applicable) rendered by non-MSEs (Non- Micro & Small Ent rprises) supplier/ contractor under the contract shall be released within forty-five (45) days from the receipt o 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 inter st from the date immediately following the date agreed upon @ 8% p.a.

**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) specif ied 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 comp eting for or in executing the Contract.

9.2 In the event the Owner terminates the Contract in whole or in part, the Owner may procure / get repaire d, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those und elivered / un-repaired, and the Contractor shall be liable to the Owner for any excess costs for such simil ar 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 Contr actor 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 remed y 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**

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

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

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

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

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

**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)**

14.1 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 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 APPLICABLE LAW:**

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

**16.0 ENGINEER IN CHARGE (EIC):** The E.I.C of this contract shall be HOD(MMG deptt.), NJHPS, SJVN Ltd., Jhakri Distt Shimla H.P-172201.

**17.0 CONSIGNEE:** HOD (MMG deptt.), NJHPS, SJVN Ltd., Jhakri Distt Shimla H.P-172201.

**18.0 CORRESPONDENCE:**

i. All correspondence related to this work before award of the contract shall be addressed to HOD, Procurement & Contract Deptt, NJHPS, SJVN Ltd., Jhakri, Distt Shimla (H.P.), PIN- 172201.

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

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3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/

additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---**