

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-01-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-01-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	Shimla
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	Power Generator - DG Set (up to 900 KVA) (Q2)
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),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Power Generator - DG Set (up to 900 KVA)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	6004500
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	120100

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).	29

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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.

लाभार्थी /Beneficiary :

HOD(F&A)
NMHPS, SJVN Ltd, Bainol, Mori, Dist- Uttarkashi-249128, Uttarakhand.
(Sjvn Ltd)

UIN Number NCTGC2415P

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which

no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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.

Power Generator - DG Set (up To 900 KVA) (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 60% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Power Generator INSTALLATION CONFIGURATIONS	Power Generator installation configurations as defined in CPWD General Specifications for Electrical works - Part VII (DG Set)	Fixed (Power Generators are permanently installed)"
OUTPUT CAPACITY RATING/ PHASE	Nominal Rated Capacity (kVA)	320
	No of Phase (Single Phase-3-5kVA) (Single Phase or Three Phase-5 & 7-5, 10,15, 20, 25, 30 & 40 kVA) (Three Phase-50 to 900 kVA)	Three Phase

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
ENGINE	Rated Engine Power (kWm)	110 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency Or higher
	Type of Engine cooling	Liquid Cooled
	Type of governer	Electronic Or higher
	Number of cylinders (nos)	6
	Rated RPM of Engine (RPM)	1500
	Fuel	High Speed Diesel (HSD)
	Starting voltage (volt)	24
	Salient Features of Engine	Turbo Charged Engine, Naturally aspirated engine, Direct injection Fuel System, CRDi Fuel System, cold start upto (-20 deg c), No derating applicable upto 4500 above MSL of altitude at 25 degree celcius, Indirect injection (IDI) Fuel System, Ambient working temperature upto 55 degree celcius.
GOVERNING CLASS	"Maximum Change of Speed as a Percentage of Rated Speed on suddenly taking-off the rated load(Transient) "	15
	Maximum Change of Speed as a Percentage of Rated Speed on suddenly taking-off the rated load(Permanent)	5
	"Maximum Change of Speed as a Percentage of Rated Speed On a change of load, both on and off, by all steps of 25 percent of the rated load (Transient) "	4
	"Maximum Recovery Time in Seconds on a change of load, both on and off, by all steps of 25 percent of the rated load(Transient) "	5.0 (second)
	"Maximum Change of Speed as a Percentage of Rated Speed On a change of load, both on and off, by all steps of 25 percent of the rated load (Permanent)	1.5
ALTERNATOR	Voltage Regulation Grade	VG 3 Or higher
	Alternator IP Rating	IP 23 Or higher
CONTROL PANEL	Control Panel	AMF Control Panel
	Control Panel Location	Outside the Canopy

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Display meters in the control panel (with appropriate rating and accuracy class) - inclusive in the scope of supply	Voltmeter, Ammeter, Frequency meter, Power Factor meter, Multifunctional Digital display meter (displaying Voltage, Current, Frequency, Power Factor)
	Displayed parameters/Features	Engine Speed, Lube oil pressure, Coolant/cylinder head Temperature, Engine running hours, Engine battery voltage, Engine Running status, Generator Voltage (Ph-Ph), Generator Voltage (Ph-N), Generator Current (R, Y, B), Generator apparent Power (kVA), Generator active Power (kW), Powerfactor, Frequency, Fuel level, Event log, Control supply Voltage, Temperature scanner (RTD,BTD)
Fuel Tank	Fuel Tank Capacity	515.0, 520.0, 600.0, 700.0, 500.0, 570.0, 575.0 (liter)
	Fuel Tank Features	Fuel Tank capacity is sufficient for 8 hrs of running at full load, NA for 990 liter
TRAILER	Trailer	NA for Fixed/Skid Mounted Power Generator
	Pay load of the Trailer	0, 500, 1000, 2000 Or higher (kilogram)
SCOPE OF INSTALLATION	Installation	with installation - inclusive in the scope of supply Or higher
WARRANTY/SERVICE S	Warranty on Complete power genertor/DG Set	24, 36 Or higher (month)
	Warranty in running hours	5000.0 - 5000.0 Or higher (hour)
	Number of preventive maintenance visits offered in an year during warranty period (Supply of all consumables is the buyer's responsibility)*	2
TEST REPORTS	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Certificates required as per CPCB, Govt Lab, NABL accredited lab, NA
	Test report Available for (Test/approval)	Type Approval Certificate for the specified rating of the Power Generator from any of the designated agency authorized by CPCB, COP Certificate for engine, Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications
	Agree to provide all relevant documents Test Report/supporting document /reports etc to the buyer at the time of bidding or on demand	YES

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में / (In number of days from contract start days)		
1	Kuldeep Lakhera	249185,SJVN Limited , Yamuna Parisar, NMHPS , Village-Bainol, Post office- Mori, Dist-Uttarkashi, Utrakhand Pin 249128	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1	1	60

Power Generator - DG Set (up To 900 KVA) (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 60% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Power Generator INSTALLATION CONFIGURATIONS	Power Generator installation configurations as defined in CPWD General Specifications for Electrical works - Part VII (DG Set)	Fixed (Power Generators are permanently installed)"
OUTPUT CAPACITY RATING/ PHASE	Nominal Rated Capacity (kVA)	125
ENGINE	Rated Engine Power (kWm)	110 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator Any Auxilary power Consumption by the Power generator) x Power factor(0.8) / Alternator effieience Or higher
	Type of Engine cooling	Liquid Cooled
	Type of governer	Electronic Or higher
	Number of cylinders (nos)	4
	Rated RPM of Engine (RPM)	1500
	Fuel	High Speed Diesel (HSD)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Salient Features of Engine	Turbo Charged Engine, Naturally aspirated engine, Direct injection Fuel System, CRDi Fuel System, cold start upto (-20 deg c), No derating applicable upto 4500 above MSL of altitude at 25 degree celcius, Indirect injection (IDI) Fuel System, Ambient working temperature upto 55 degree celcius.
GOVERNING CLASS	"Maximum Change of Speed as a Percentage of Rated Speed on suddenly taking-off the rated load(Transient) "	15
	Maximum Change of Speed as a Percentage of Rated Speed on suddenly taking-off the rated load(Permanent)	5
	"Maximum Change of Speed as a Percentage of Rated Speed On a change of load, both on and off, by all steps of 25 percent of the rated load (Transient) "	4
	"Maximum Recovery Time in Seconds on a change of load, both on and off, by all steps of 25 percent of the rated load(Transient) "	5.0 (second)
	"Maximum Change of Speed as a Percentage of Rated Speed On a change of load, both on and off, by all steps of 25 percent of the rated load (Permanent)	1.5
ALTERNATOR	Alternator Voltage Rating	415.0 (Volt)
	Voltage Regulation Grade	VG 3 Or higher
CONTROL PANEL	Control Panel	AMF Control Panel
Fuel Tank	Fuel Tank Features	Fuel Tank capacity is sufficient for 8 hrs of running at full load, NA for 990 liter
TRAILER	Trailer	Yes
	Pay load of the Trailer	500, 1000, 2000 Or higher (kilogram)
	Number of wheels	Two wheeled, Four wheeled
	Brakes	Hydraulic, Electrical Or higher
SCOPE OF INSTALLATION	Installation	with installation - inclusive in the scope of supply Or higher
WARRANTY/SERVICE S	Warranty on Complete power genertor/DG Set	24, 36 Or higher (month)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Number of preventive maintenance visits offered in an year during warranty period (Supply of all consumables is the buyer's responsibility)*	1
TEST REPORTS	Test report Available for (Test/approval)	Type Approval Certificate for the specified rating of the Power Generator from any of the designated agency authorized by CPCB, COP Certificate for engine, Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Kuldeep Lakhera	249185,SJVN Limited , Yamuna Parisar, NMHPS , Village-Bainol, Post office- Mori, Dist-Uttarkashi, Utrakhand Pin 249128	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1	1	60

Buyer added Bid Specific Additional Specification - Drawings

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Scope of Work View	Supply, installation, testing, and commissioning of a 320 kVA DG Set and a portable 125 kVA DG Set at NMHPS Bainol.	Power Generator - DG Set (up To 900 KVA)(1),Power Generator - DG Set (up To 900 KVA)(1)

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Complete Technical Specification View	Supply, installation, testing, and commissioning of a 320 kVA DG Set and a portable 125 kVA DG Set at NMHPS Bainol.	Power Generator - DG Set (up To 900 KVA)(1), Power Generator - DG Set (up To 900 KVA)(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Yamuna Parisar
NMHPS, SJVN Ltd.
Vill-Bainol Tehsil- Mori
Dist. - Uttarkashi-249128,
Uttarakhand

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

NMHPS, SJVN Ltd., Mori
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Tender No: SJVN/NMHPS/P&C/PPR-389/25

Instructions to Bidders (ITB)

1. The SJVN Limited, hereinafter called "SJVN" / "Owner" is a Joint Venture o

f Govt. of India and Govt. of Himachal Pradesh having its registered office at SJVN Corporate Head Quarters, Shanan Shimla, Himachal Pradesh, PIN-171006, have their Naitwar Mori Hydro Power Station with a capacity of 60 MW.

2. Communication and transport Limitation

The project site is on the right bank of river Tons near Power House site of NMHPS at village Bainol, Distt Uttarkashi, Uttarakhand which is about 180 Km away from Dehradun via Mussorie-Damta-Naugoan-Purola-Mori-Bainol or via Vikas Nagar-Juddo-Damta-Naugoan-Purola-Mori-Bainol. The Barrage Site of Power Station is approx. another 5 Kms away from Bainol, Mori. The bidder is advised to visit and examine the site of work and its surrounding and obtain himself on his own responsibility all information that may be necessary for bidding and the cost of visiting site shall be at bidder's own expense.

3. General Information:

- i.** Bid is invited on behalf of SJVN Ltd. only from the OEM or its authorized dealer.
- ii.** Prospective bidder is advised to ensure that their bid is complete in all respects and comply with our terms and conditions. The bidder advised to upload their techno-commercial & price bid as per the requirements of bid documents & for all the items of BOQ respectively.
- iii.** The tenderer shall abide by all the terms and conditions contained in the bid documents and quote their rates accordingly. The conditional tenders shall not be accepted and shall be summarily rejected.

4. Minimum Qualifying Requirement: Nil.

5. Scope of Proposal

- a.** The complete scope of work is as detailed in the Technical Specifications enclosed along with bid.
- b.** The detailed complete Scope of Work for “**SJVN/NMHPS/P&C/PPR-389/25- Supply, Installation, Testing and Commissioning of 320 KVA D G Set and 125 KVA Portable DG Set for NMHPS, Mori**” as per Technical Specification, enclosed along with bid.
- c.** Supply of cables, construction of foundation, and Earthing of neutral and body of DG set will be in the scope of Buyer(i.e SJVN).
- d.** The Bid shall be evaluated on Total Value wise L-1 basis for the scope of supply & not item wise L-1 basis.
- e.** The material is to transport through “Registered Common Carrier” only (Registered Common Carrier mean the carrier registered with a State Transport Authority or a Regional Transport Authority).

6. Quality Assurance Plan

- a.** Quality Assurance Plan: The QAP shall be as per technical specification enclosed and as per relevant latest Indian/International Standard.
- b.** Inspection: The inspection of material shall be carried out by EIC or his authorized representative after the receipt of the complete material at O&M, Stores/Site at NMHPS, Mori. The EIC shall submit the final inspection Report.

7. Bid Security / Earnest Money deposit (EMD) & Bid Security Declaration

on Form:

- I. The bidder shall furnish, a bid security/ earnest money as part of the bid amounting for **₹1,20,100/- (₹ One Lakh Twenty Thousand One Hundred Only)**
- II. The bidder must also submit Bid Security Declaration along with their bid as per format specified in **Annexure-A** enclosed.
- III. **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)/ work(s/Services) as listed in our NIQ/NIT and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD and the same should reach within ten (10) days from the date of SJVN 's clarification sought through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.

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

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

Beneficiary Name:	Satluj Jal Vidyut Nigam Ltd.
Account No:	11808403036
IFSC Code:	SBIN0005451
Branch Code:	05451
MICR Code	249002012
Branch Address:	State Bank of India, Mori

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 be responsible for the same.

- V. 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.
- VI. EMD /Bid security can also be submitted through FDR/TDR/BG (as per SJVN standard format).
- VII. FDR/TDR/BG: Please note that EMD (Earnest Money Deposit) / Bid Security in the form of FDR/TDR {Pledged in favour of the NMHPS, SJVN Ltd. Mori} / BG { As per GeM standard format} is also acceptable. The bid security shall remain valid for a period of 45 days beyond the original validity period and beyond any extension subsequently requested. The FDR/TDR in original/physical form should reach preferably on or before bid closing date at the address given below:

HOD (Procurement & Contract Department), NMHPS, SJVN Ltd. Mori

ori, Distt. Uttarkashi (Uttarakhand)-249128

Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered. If any bidders submitted EMD in the form of DDs, local Cheque/ outstations Cheque then SJVN may ask the bidder to submit the EMD as per clause no. 7(iv) & 7(vii) as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM, otherwise the bid shall be considered as non-responsive and price bid of such firms shall not be opened.

- VIII.** The bid security/ EMD and bid security exemption certificates shall remain valid for a period of 45 days beyond the original bid validity period and any extension subsequently requested. If the Bid security/ Exemption certificate is not found valid for 45 days beyond the original bid validity period and any extension subsequently requested, SJVN may ask the bidder to extend the validity of the Bid security/ Exemption certificate for a period up to 45 days beyond the original validity period or else submit the EMD/Bid security. Such EMD/bid security shall be submitted as per clause no. 7(iv) & 7(vii) as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.
- IX.** The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the award of contract.
- X.** The bid security of the successful bidder will be returned when the bidder has furnished the required performance security.
- XI.** No interest shall be payable by the Owner on the above Bid security.
- XII.** The bid security may be forfeited
- (a)** if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form;
 - (b)** if the Bidder does not accept the correction of its Bid Price.
 - (c)** if the Bidder does not withdraw any deviations listed in Deviation Schedule at the cost of withdrawal indicated by him.
 - (d)** if the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in Deviation Schedule but found elsewhere in the bid; or
 - (e)** in the case of a successful Bidder, if the Bidder fails within the specified time limit;
 - (i)** To accept the Letter of Award or
 - (ii)** To furnish the required performance security.
 - (iii)** To start activities according to Work Completion Schedule.

8. Bid Prices

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

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

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

9. Bid Currencies

Bidders shall quote all prices in Indian Rupees only.

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

A. Price Bid Part

a. Bidder shall be required to offer their rates & prices for entire scope as per detailed Technical specification and scope of work uploaded along with the bid. FIRM prices for FOR, O&M Stores NMHPS, Mori (UK, INDIA) basis is to be quoted inclusive of the charges towards P&F & Freight charges including GST.

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

c. 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

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

B. Techno-Commercial bid part consist of followings:

(i) EMD & Bid Security Declaration form as per Annexure-A enclosed.

(ii) Copy of GST & PAN.

(iii) Pre- Contract Integrity Pact as per clause no. 19 below.

(iv) Undertaking as per annexure-B.

(v) Self-certification on company letter head by authorized person, regarding local content Annexure-C as per clause no. 20 below.

(vi) Undertaking as per annexure-D.

(vii) Undertaking annexure-I as per clause no. 21 below.

(viii) Acceptance copy of the SJVN bid technical specification.

11. Deviations: -

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

12. WITHDRAWAL OF BIDS

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

13. 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 O&M, Store, NMHPS, SJVN Ltd. Mori basis including all taxes & duties for entire scope of work and technical specification uploaded along with the bid.

14. CLARIFICATION OF BIDS

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

15. INFLUENCING THE OWNER

► No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening 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 comparison or contract award decisions may result in rejection of the Bidder's bid.

16. AWARD OF CONTRACT

► The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid on single responsibility basis for entire scope of work, 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.

17. 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.

18. Corrupt or Fraudulent Practice

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 Integrity Pact as per clause no. 19.0 of ITB. In pursuance to this policy:

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

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

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

b) A Bid shall be rejected by the Employer if it is determined at any stage that respective bidders / Contractor and/or any of its personnel, or its agents, or its Sub-contractors, manufacturer, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt or fraudulent or collusive practices in competing for the Contract in question.

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

19. Adoption of Integrity Pact [ANNEXURE-AI Enclosed]:

To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Entering into Integrity Pact as per Performa (enclosed in ANNEXURE-AI) is a basic qualifying requirement. In case of JV, each partner of JV shall sign

Integrity Pact with the Employer. In case of sub-contracting, the principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

To oversee the compliance of obligation under the Integrity Pact, a panel of Independent External Monitor(s) (IEMs) have been appointed by concerned authority. The Contact address of IEMs is as under:

1. Sh. Manoj Pant, IFoS (Retd.), Independent External Monitor, House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013, Uttarakhand

Email:mpant2007@gmail.com

2. Sh. Devendra Verma, ISS (Retd.) 604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B. Nagar(UP)-201310

Email:verma.davendra@gmail.com

All pages of the Integrity pact to be signed between SJVN Ltd. and the bidders / contractors on plain papers at the time of submission of bid as per the approved format. The Integrity Pact shall be duly signed on behalf of the employer (SJVN Ltd.) is given in forms & procedure of these bid documents. Signed copy of the Integrity Pact is to be included in the bid document while issuing Tender Document / uploading the tender documents on the Portals. The integrity pact shall be downloaded, printed and signed by bidder on each page. The scanned copy of duly signed Integrity Pact shall be uploaded by the bidder along with the bid.

Further following may also be noted:-

IP is deemed as part of the contract so that the parties concerned are bound by its provisions.

Failure to sign the integrity pact by applicant shall be liable to outright rejection of application / bid.

The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-judicial Stamp Paper of Rs 100/- within 15 days from the date of issue of LOA

20. 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, 16/11/2021 in respect of Hydro Power Sector.

20.1 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

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

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

ii. 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-B** enclosed}.

20.3 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.

20.4 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.

21. 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- D 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.

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 Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

(c) "The Services" means all those services necessary for the completion of work as per Technical Specifications 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 under this Contract.

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

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

2.0 CONTRACT PERFORMANCE SECURITY

2.1 Within **Twenty-Eight (28) days** of receipt of the notification of Contract award i.e. from the date of issue of LOA, the successful Bidder shall furnish to the Owner, an unconditional performance security for Five per cent (5%) of the contract Price with validity up **to 60 days after the Warranty Period (Refer Clause 5. 0)**.

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 the form of Bank Guarantee (As per the SJVN form at 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 mentioned in ITB, Sr. no **7(IV)** above.

2.4 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 all the material /works under the scope of the contract.

2.5 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.

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

3.0 PACKING:

3.1 The supplier/contractor shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination & storage, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and precipitation during transit and open storage. Packing case size and weights shall take into consideration, the remoteness of the Goods' final destination, the existing road condition and the absence of heavy handling facilities at all points in transit and project storage site.

4.0 INSURANCE

4.1 The goods to be supplied shall be insured for all risks by the supplier till it is delivered at O&M, stores, NMHPS, SJVN, Mori & completion of installation, testing, commissioning at site, Power House, NMHPS, SJVN Ltd. Mori & handing over the system to SJVN.

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

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

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

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

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

4.3 (A) TRANSIT/ MARINE INSURANCE DURING SUPPLY OF MATERIALS FOR SUPPLY/SUPPLY PORTION OF SUPPLY CUM ERECTION/TURN KEY CONTRACTS :

The Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurance set forth below in sums and other conditions specified:-

Sl. No.	Insurance	Amount insured	Conditions
A.	All Risk Transit/ Marine Insurance for material to be supplied.	1. 110% of FOB and inland transportation value + 2. All taxes & duties	1. Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor)#. Warehouse to warehouse basis. 2. Open policy/Separate Policy. 3. All risk insurance, SRCC (Strikes, Riots, Civil Commotion) or Equivalent etc

#Remarks: - Not required if the payment for the material is to be made after the receipt of the material at Site/O&M Stores.

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

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

(B) Penalties/deductions:-

- (i)** In cases where the supplier don't make SJVN as co-insurer/joint insurer as per 4.3(A) above, then payment shall be only made only after material is being delivered at site, then no penalty shall be imposed and risk shall be with contractor/supplier. However for release of any payment against supply, the contractor has to take the insurance policy as per 4.4 below.
- (ii)** If the Supplier/contractor does not take the complete Marine Transit Insurance Policy, then penalty @1% of the (110% of total contract price FOR Mori Including freight + 100% taxes & duties) shall be imposed.
- (iii)** If the Supplier/contractor does not take the SRCC (whether part or full), then flat penalty @0.5% of the (110% of total contract price FOR Mori Including freight + 100% taxes & duties) shall be imposed.
- (iv)** In case any short value insurance, the penalty shall be imposed on pro-rata basis based on the insurance receipt submitted by the contractor.

4.4 STORAGE CUM ERECTION (SCE)/INSTALLATION ALL RISKS COVERAGE FOR SUPPLY CUM ERECTION/TURNKEY CONTRACTS:

All insurance policies pertaining to Storage Cum Erection/Installation All Risks coverage shall be taken in the joint name of SJVN and the contractor unless otherwise specifically provided. All such insurance policy shall indicate SJVN as beneficiary. The Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurance set forth below in sums and other conditions specified:

Sl. No.	Insurance	Amount insured	Conditions
A.	Storage Cum Erection (SCE) / Installation All Risks Coverage for material to be supplied/installed and services to be completed.	1. 110% of FOR and inland transportation value + 2. 110% of the services value. + 3. All taxes & duties	1. Owner to be named as co insured (Insurance Policy to be taken in the joint name of SJVN & the Contractor). 2. All risk insurance, Riots, Strikes and Malicious Damage) or Equivalent. 3. Terrorism etc.

Note:

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

's Liability Insurances.

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

(A) Penalty/ Deductions:-

- (i) Any penalty for the non-compliance of this Insurance Cover in full or part shall be based on the Insurance rate to be taken from M/s National Insurance Company or any other nationalized insurance company.
- (ii) In case any short value insurance, the penalty shall be imposed on pro-rata basis based on the insurance receipt submitted by the contractor.

4.5 Remarks:

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

4.6 Any loss or damage to the plant and equipment or person during handling

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

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

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5.0 WARRANTY

The material supplied under the scope of contract shall be covered under Warranty for a period of **minimum 2 years or 5000 hours of operation** whichever is earlier Warranty in running Hours from the date of successful supply, Installation, Testing, Commissioning & handing over the entire system to SJVN Ltd. In case of any problem within the warranty period due to poor quality of material, poor workmanship etc. the same will be replaced or rectified free of cost at SJVN project site, as necessary during the stipulated period in the contract or on the direction of EIC. Copy/scanned copy of warranty certificate issued on letter head of contractor to be sent by post/through authorized e-mail of supplier as per LOA.

6.0 FORCE MAJEURE

6.1 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 NMHPS 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.

6.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Owner in writing of such condition and the cause thereof. Unless other

wise 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.

7.0 PAYMENT TERMS

7.1 Hundred percent (100%) Payment of including (100%) taxes and duties shall be made within 30 days after the completion of entire scope of work and handing over the system to SJVN & on generation of CRAC and on submission of following documents to consignee for the release of the payment:-

i. Invoices in Triplicate.

ii. Copy of GST No. & PAN No.

iii. Copy Contract Performance Security.

iv. Copy of GR duly acknowledged at NMHPS, SJVN Ltd. Mori by EIC or his authorized representative or consignee for receiving of material in good condition.

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

vi. Inspection Report as per clause 6.2 ITB. The EIC shall submit the inspection Report.

vii. Signed Integrity Pact.

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

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

x. Copy of certificate issued by EIC for successfully completion of the entire scope of work under the contract.

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

a) Name, Address & GSTIN of the Supplier

b) Specific Invoice Number format

c) Name and address of recipient

d) Address of Delivery

e) HSN code of goods and SAC for Services

f) Description and quantity of goods/services

g) Value of goods

h) Rate and amount of tax

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

7.3 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. COMPLETION SCHEDULE

- a.** The basic consideration and the essence of the Contract shall be the strict adherence to the work completion period.
- b.** The entire scope of work for **SJVN/NMHPS/P&C/PPR-389/25- Supply , Installation, Testing and Commissioning of 320 KVA DG Set and 125 KVA Portable DG Set for NMHPS, Mori** as per Technical Specification is to be completed within **90 days** from the date of award of the Contract.

9. LIQUIDATED DAMAGES

- a.** If the contractor fails to complete the entire scope of work 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.
- b.** The L.D. charges for delay in completion of entire scope of contract beyond the maximum completion period [i.e 90 days] as stipulated at clause 8.0(8.2) above shall be @ 1/2% (Half percent) per week or part thereof for the total contract value. The total amount of L.D. charges for delay under the Contract will be subject to a maximum of five percent (5%) of the total contract price.
- c.** Amount of Liquidated Damage shall be payable by the Supplier whenever demanded by the Owner and / or Owner can recover the amount of liquidated Damages (to the extent leviable at any time) from the amount payable to the Supplier available with Owner under this Contract.
- d.** Supplier's obligations and the Owner's remedies in respect of delay are solely and exclusively as stated in this Liquidated Damages clause subject to provisions of Clause 10.0 and consequence thereof.

10.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

- 10.1** The Owner, without prejudice to any other remedy for breach of Contract , by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
 - a)** if the Contractor fails to complete any part of all the work or all of the 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.
- 10.2** 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 / unrepaired, and the Contractor shall be liable to the Owner for any excess costs for such similar Goods or Services. However, the Contractor shall conti

nue performance of the Contract to the extent not terminated.

11.0 TERMINATION FOR INSOLVENCY

The Owner may at any time terminate the Contract by giving written 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.

12.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

12.2 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.

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

13.0 SETTLEMENT OF DISPUTES

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

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

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

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

13.5 In the event of the Engineer failing to notify his decision within ten (10) days after being requested as aforesaid or in the event of either the O

owner or the Contractor being dissatisfied with any such decision, or within ten (10) days after the expiry of the first mentioned period of ten (10) days, as the case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.

14.0 ARBITRATION (with Pvt. Party)

14.1 If at any time, any question, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice, in writing, of the existence of such question, dispute or differences. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

14.2 In the event of the Contractor, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in 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.

14.3 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.

14.4 Arbitration(s) shall give reasoned award.

14.5 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 or 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.

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

14.7 The arbitration proceedings shall be held at such place and time in I

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 determined by the Arbitrators.

14.8 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.

15.0 ARBITRATION (WITH CPSEs)

15.1 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20/02/2020. The decision through AMRCD will be final and binding on all the concerned.

16.0 APPLICABLE LAW

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

17.0 NOTICES

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

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

18.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct,

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

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

19.0 ENGINEER IN CHARGE (EIC):- HOD (O&M), NMHPS, SJVN Mori, shall be the EIC of this Contract

20.0 CONSIGNEE

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

Kuldeep Lakhera, Manager (O&M)

NMHPS, SJVN Ltd., Mori, Distt. Uttarkashi, (Uttarakhand) Pin-249128 (INDIA)

Phone No.: 9368559506

E-mail ID: kuldeep.lakhera@sjvn.nic.in

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

The material is to be routed through (O&M), Stores, NMHPS, SJVN Ltd. Mori for the inspection. The inspection certificate shall be issued by EIC or his authorized representative accordingly. The material after inspection is to be delivered at O &M, Stores/Storage site to be provided by SJVN (EIC).

5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Satluj Jal Vidyut Nigam Ltd.

Account No.

11808403036

IFSC Code

SBIN0005451

Bank Name

State Bank of India, Mori

Branch address

SBI,Mori, Uttarkashi,Uttarakhand

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---