

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	15-05-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-05-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (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
वस्तु श्रेणी /Item Category	Custom Bid for Services - Supply of Oxygen and Nitrogen gas for HVOF Coating Facility of NJHPS Jhakri in rented cylinders and Transportation thereof
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Refilling of Industrial Gases in Cylinders Refilling of Medical Gases in Cylinders
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	31 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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 बिड मूल्य / Estimated Bid Value	11883072
Payment Timelines	Payments shall be made to the Seller within 20 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	237700

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.

लाभार्थी /Beneficiary :

DGM(F&A)

Njhps Sjvn Jhakri Hp 172201, SJVN Limited, SJVN Limited, Ministry of Power
(Njhps, Sjvn Ltd. Jhakri)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. 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. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase

preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1776078730.pdf](#)

Payment Terms:[1776852165.pdf](#)

GEM Availability Report (GAR):[1776078772.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1776078943.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1776851746.pdf](#)

Custom Bid For Services - Supply Of Oxygen And Nitrogen Gas For HVOF Coating Facility Of NJHPS Jhakri In Rented Cylinders And Transportation Thereof (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply of Oxygen and Nitrogen gas for HVOF Coating Facility of NJHPS Jhakri in rented cylinders and Transportation thereof
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
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
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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: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

A. INSTRUCTIONS TO BIDDERS (ITB)

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

1.0 GENERAL INSTRUCTIONS

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

2.0 PLANT INFORMATION

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

3.0 COMMUNICATION AND TRANSPORT LIMITATION

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

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

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

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

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

Transport Limitation

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

4.0 MINIMUM QUALIFYING REQUIREMENT: As per the Pre-Qualifying Criteria Annexure-A uploaded along with bid document.

5.0 SCOPE OF PROPOSAL

5.1 **The period of the contract will be for two (02) years from the date of issue of GeM Contract/as per GeM Contract Provision. The contract period can be extended further up to six months on same rates, terms & conditions as per discretion of SJVN only.**

5.2 The Scope of work/proposal is for Supply of Oxygen and Nitrogen Gas, Rental of Cylinders, To & Fro Transportation of filled and empty cylinders for Hard Coating Workshop of NJHPS, SJVN Ltd. Jhakri [Detailed Technical Specification, Scope of work and BOQ uploaded along with the Bid and same shall be the Integral Part of the Contract].

5.3 The detailed scope of work has been mentioned in the Technical Specifications. The scope of the work includes the following items:-

Sr. No.	Description of the item	Unit	Qty.
1.	Supply of Oxygen Gas (99.9% pure) at a pressure of 140 bar (\pm 10) in min. 46.5 water liter capacity Cylinders (Ex-Works).	Cylinder	11000
2.	Supply of Nitrogen Gas (99.9% pure) at a pressure of 140 bar (\pm 10) in min. 46.5 water liter capacity cylinders (Ex- Works).	Cylinder	2200
3.	Rent of each gas Cylinder for retention period at NJHPS (No. of cylinder for bid evaluation shall be 13200 nos. cylinders for a retention period of 10 days at Jhakri as per past practice)	Per day/per cylinder (in Rs.)	13200 Cylinders for 10 days
4.	Transportation charges for To and Fro round trip for filled/ empty cylinders (considering max. 120 cylinders as truck load).	Per Trip Charges {In Rs.}	110
5.	OPTIONAL ITEM: Transportation charges in case firm is asked to transport only empty cylinders from Jhakri to Filling Station. (considering max. 120 cylinders as truck load and 10 trips)	Charges/Trip	No. of Trips: 10

Remarks: The optional item may be used or not used as per discretion of SJVN only on urgency basis and as per the requirement for transportation of empty cylinders. Normally as per the past practice these empty cylinders are transported back in the same truck in which the filled cylinders are received at site.

5.4 The scope of the proposal shall be on basis of a single responsibility for entire scope of supply FOR Jhakri with taxes on the basis of lowest evaluated total amount completely covering the material and services as specified under the bidding documents, technical specifications and price bid on the part of purchase order /LOA conferred upon him. It will inter-alia include the following:-

- (i) Packing Loading, handling, transportation and transit insurance of the goods.
- (ii) Transportation & Insurance of cylinder during loading/ unloading, storages & handling etc. at Jhakri shall also be in the scope of supplier.
- (iii) Bids not covering the complete scope of work shall be treated as incomplete and shall be rejected.

Remarks: The insurance of filled & empty cylinders during transportation (To & Fro) loading/ unloading, storages & handling etc. shall be in the scope of supplier without any extra cost to SJVN.

5.5 **The quantity of above items is tentative only and can be increased or decreased. The permissible limits are $\pm 30\%$ for individual quantity of gas & no. of trips and rates shall all be FIRM with in this variation. The final payment shall be made as per actual on unit rates after verification by the EIC.**

5.6 **The payment for the transportation of cylinders shall be made as per actual number of trips on unit rate basis.**

5.7 **The payment for rent of the cylinder shall be made as per actual for the total retention period on unit rates (As quoted by the bidder in the financial bid /Price bid) after verification by the EIC.**

5.8 Any other items/ services which have not been specifically mentioned but required for delivery of gases at NJHPS in rented cylinders are also included in the scope of this contract without any additional cost.

5.9 The bidder are advised to visit the site to acquaint themselves with the requirements of the material and services and prevailing site conditions. The cost of visiting the site shall be at bidder's own expenses. The bidder(s) are requested to contact the followings regarding the co-ordination of site visit:-

- (a) Sh. Sudhir Kumar, GM, HCF deptt., Phone No. 01782-2392641/ Mobile no. 9418063061.
- (b) Sh, Sandeep Dorta, DGM, HCF deptt., Mobile no. 9418056123.
- (c) Sh. Vinod Kumar, Manager, HCF deptt., Mobile no. 9418452023

5.10 **QUALITY ASSURANCE PLAN FOR INSPECTION:** The material shall be manufactured & supplied

ed as per relevant applicable standards.

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

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

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

7.0 **BID SECURITY / EARNEST MONEY DEPOSIT (EMD) & BID SECURITY DECLARATION FORM:**

7.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting for **₹2,37,700/- (₹ Two Lakhs Thirty-Seven Thousand Seven Hundred Two Only).**

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

7.3 **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>].

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

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

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

7.5 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.

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

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7.7 **FDR/TDR/BG:** Please note that EMD (Earnest Money Deposit) / Bid Security in the form of **FDR /TDR {Pledged in favour of the NJHPS, SJVN Ltd. Jhakri}/ BG {As per GeM standard format}** is also acceptable. In case EMD is submitted by way of Bank Guarantee; while issuing the physical BGs, the Supplier's/contractor's Bank shall also send electronic message through secure SFMS to Employer's/Buyer's Beneficiary Bank whose details are provided in the ITB Clause No. 7.0(7.4) above. The bid security shall remain valid for a period of 45 days beyond the original validity period and beyond any extension subsequently requested. The FDR/TDR in original/physical form should reach each preferably on or before bid closing date at the address given below:

Head of Department
(Procurement & Contract Department),
NJHPS, SJVN Ltd. Jhakri,
Distt. Shimla (H.P.)-172201

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

7.8 The bid security/ EMD and bid security exemption certificates shall remain valid for a period of 45 days beyond the original bid validity period and any extension subsequently requested. If the Bid security/ Exemption certificate is not found valid for 45 days beyond the original bid validity period and any extension subsequently requested, SJVN may ask the bidder to extend the validity of the

Bid security/ Exemption certificate for a period up to 45 days beyond the original validity period or else submit the EMD/ Bid security. Such EMD/ bid security shall submit as per clause no. 7.4 & 7.7 as above and the same should reach within ten (10) days from the date of SJVN's clarification through GeM.

7.9 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 earlier.

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

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

7.12 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 Form;

(b) if the Bidder does not accept the correction of its Bid Price;

(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.

8.0 BID PRICES

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

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

- ▶ Bidders shall give the required details and breakup of their prices along with the financial bid part.
- ▶ The Prices quoted by the Bidder shall be **FIRM** during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.0 PRICE ADJUSTMENT DATA

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

10.0 BID CURRENCIES

Bidders shall quote all prices in Indian Rupees only.

11.0 PERIOD OF VALIDITY OF BID

- ▶ Bids shall remain valid for a period of **150(One Hundred Fifty Days) after the closing date prescribed by the Owner for the receipt of bids & subsequent extensions (If any)**. A bid valid for a shorter period shall be rejected by the Owner as being non-responsive.
- ▶ In exceptional circumstances, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing on GeM Portal as per GeM Provision. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

12.0 BID SUBMISSION: THE BID IS CALLED UNDER TWO PART SYSTEM AS UNDER:-

A. Price Bid Part

- a. Bidder shall be required to offer their prices for Supply of Oxygen and Nitrogen Gas, To & Fro Transportation of filled and empty cylinders for Hard Coating Workshop, NJHPS, SJVN Ltd. Jhakri [as per Detailed complete scope of supply & scope of work as per Technical Specification and BOQ uploaded along with the BID and same shall be Integral Part of the Contract], additional terms & condition uploaded along with the bid. FIRM price basis is to be quoted inclusive of the charges towards To & Fro Transportation, Insurance, Rent of cylinders as per technical specification & scope of work and BOQ and GST.
- b. **GST shall be applicable as per GST rules, thus GST has to be quoted accordingly**

y by the bidder in the bid.

c. All the participated bidders will also have to submit the Price Breakup of their total quoted price with GST on the GeM portal along with the price bid /Financial bid Part. If any discrepancy is found in Price breakup [i.e. Price Break Up Schedule Annexure-J] and price quoted/filled online on GeM Portal shall be considered as correct price and submitted quoted price breakup [i.e. BOQ/Price Breakup Up Schedule Annexure-J] shall be adjusted/corrected accordingly in the Price Break Up Schedule Annexure-J. Format of Price Break Up Schedule is enclosed as Annexure-J.

d. If bidder will upload any price bid part in technical bid, then, its bid will be outrightly rejected as per GEM GTC Clause No. 3.0(xvii).

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

f. The taxes & duties shall be paid as per applicable rate at the time of Supply of Oxygen and Nitrogen Gas, Rental of Cylinders, To & Fro Transportation of filled and empty cylinders for Hard Coating Workshop, NJHPS, SJVN Ltd. Jhakri [as per Detailed complete scope of supply & scope of work as per Technical Specification and BOQ uploaded along with the BID and same shall be Integral Part of the Contract]. Any increase in taxes & duties /new introduction of new taxes & duties / levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made within Contract Period as per LOA/GeM Contract, otherwise same shall be paid by the bidders. Accordingly, the taxes & duties shall be quoted by the bidder.

B. Techno-Commercial bid part consist of followings:

- (i) **Requirement of the documents as per PQR Requirement** as per above ATC(ITB) Clause No. 4.0 & Annexure-A uploaded along with bid.
- (ii) EMD & Bid Security Declaration form as per Annexure-B enclosed.
- (iii) All documents as required as per Technical Specifications, copies of ESIC (if applicable), EPF (if applicable), PAN No. & GST No etc. and technical literature/ technical details etc. as required as per the Technical Specifications. Any other documents as required/ asked in the tender are to be uploaded/ submitted along with the bid . These scanned documents are to be uploaded along with the General Documents
- (iv) Pre- Contract Integrity Pact Annexure-D as per clause no. **15.0 below**

- (v) Self-certification regarding percentage of local content on company letter head by authorized person as per **Annexure-C** as per clause No. **16.0 below**.
 - (vi) Undertaking regarding border land sharing **annexure-E** as per clause No. **17.0 below**.
 - (vii) **Undertaking as per annexure-H.**
 - (viii) **TReDs registration details or undertaking as per clause ref. no 18.0 below (for MSE vendors only).**
 - (ix) **Signed copy of technical specification, Scope of work & BOQ Annexure-I uploaded along with bid, confirming the comply of the TS, scope of work & BOQ of the tender along with technical part bid.**
 - (x) Bank details duly authenticated by Bank/ Copy of cancelled cheque.
 - (xi) **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 as per GEM GTC Clause No. 3.0(xvii).**
- a. SJVN reserves the right to ask additional information, if necessary, after opening of the bid.
 - b. The work order for the same work/ copy of previous orders for similar work is to be submitted / uploaded for the price justification.
 - c. The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.
 - d. All the bidders are requested to go through the Schedule Annexure-J [i.e. Break-up of Quoted Price] before quoting their price (inclusive of GST) on GEM Portal.
 - e. Bidders are advised to check the applicable GST on their own before quoting. SJVN Ltd. will not take any responsibility in this regard. The applicable GST shall be released on submission of GST invoice as per GST act.

13.0 FORMAT AND SIGNING OF BID

- 13.1 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be digitally signed. The name of all persons signing should also be mentioned at appropriate place.
- 13.2 Bid by Corporation / Company must be digitally signed with the legal name of the Corporation / Company by the President, Managing Director, or by the Secretary or other person or persons authorized to bid on behalf of such Corporation / Company in the matter.

13.3 Bidder's name stated on the proposal shall be the exact legal name of the firm.

13.4 All the requisite documents shall be scanned & uploaded along with bid on GEM Portal . The hard copy of the only EMD in the form of **FDR/TDR/BG are required and shall also be posted as per details given in clause 22.0** so as to reach on or before the last date and time of submission of bid. The scanned copy of the EMD in form of FDR/TDR/BG must be uploaded along with the techno-commercial bid part.

13.5 If situation so warrants, SJVN Ltd./NJHPS may ask the bidders to produce original documents which were submitted as scanned copies along with bid for verification.

14.0 CORRUPT OR FRAUDULENT PRACTICES

A. 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. 15.0 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.

15.0 ADOPTION OF INTEGRITY PACT [ANNEXURE-D 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-D**) is a basic qualifying requirement. If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture. In case of sub-contracting, the principal contractor shall be solely responsible adherence to the provisions of IP by the sub-contractor(s).

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. Devendra Verma , ISS (Retd.)
604, Tower-14, Purvanchal Royal City, Chi V,
Greater Noida, G.B. Nagar(UP)-201310
Email: verma.davendra@gmail.com.
2. Sh. Prashanta Kumar Agarwal, IPS (Retd.), Independent External Monitor,
House No. 762, Sector-17,
Faridabad (HR)-171002.
Email: agarwal.prashanta@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.

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

16.1 Local Supplier Categories: Reserve for Class-I Local Suppliers Only

- i. Class-I Local Supplier- Minimum Local Content = 50%.
- ii. Class-II Local Supplier- Minimum Local Content <50% and >20%
- iii. Non-Local Supplier-Local Content <20 %.

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.

16.2 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-C enclosed**}.

16.3 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..

16.4 *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.

17.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:

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

18.0 MANDATORY REGISTRATION ON TReDS PORTAL FOR MSME VENDORS:-

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

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

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

19.0 BID OPENING AND EVALUATION

19.1 The Owner will open all bids electronically through GeM portal. In the event of the specified date for the opening of bids being declared a holiday/Network problem for the Owner, the bids will be opened at the appointed time on the next working day.

19.2 Bids will be evaluated for the entire scope of work on single responsibility basis and FOR Jhakri basis & including all taxes & duties.

19.3 The bidder (s) have to quote prices inclusive of taxes & duties FOR Jhakri on GeM portal.

20.0 SIGNING OF THE CONTRACT AGREEMENT (Format Annexure-G enclosed):

20.1 **The contract agreement shall be signed at NJHPS, SJVN, Jhakri (INDIA) in the office of undersigned within 30days from the date of issue of LOA.**

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

20.3 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.**

20.4 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.**

20.5 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) within 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.

21.0 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 the Bidder to influence the Owner in the bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.**

22.0 SUBMISSION OF DOCUMENTS BY POST:

The following documents in hard copy/original form sealed in envelop super scribed as "for **Supply of Oxygen and Nitrogen Gas, Rental of Cylinders, To & Fro Transportation of filled and empty cylinders for Hard Coating Workshop, NJHPS, SJVN Ltd. Jhakri**" [PKG -359(O&M)/2026]" are to be sent through post:-

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

**DGM/HOD(P&C),
Procurement and Contract Department,
NJHPS, SJVN Ltd., Jhakri,
Distt. Shimla (H.P.)-172201.
Phone No. 01782-275236.
Fax No. 01782-234049/ 275106.**

Remarks: The scanned copy of EMD (if submitted in the form of FDR/TDR or BG) as asked above is to be uploaded on GeM portal along with the bid 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.

23.0 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 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. 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 Supply of Oxygen and Nitrogen Gas, Rental of Cylinders, TO & Fro Transportation of filled and empty cylinders for Hard Coating Workshop of NJHPS, SJVN Ltd. Jhakri and any other incidental services etc. and other such obligations of the Contractor covered under the Contract.

- (d) **"The Owner"** means the **SJVN Limited**.
- (e) **"The Contractor"** means the individual or firm carrying out the complete scope of work under this Contract.
- (f) **"Corrupt Practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract 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/ GUARANTEE

- 2.1 **Within Twenty-Eight (28) days** of receipt of the notification of Contract award **[i.e. from the date of issue of LOA/GeM Contract/ as per GeM Portal Provision]**, the successful Bidder shall furnish to the Owner, an unconditional performance security for **five percent (5 %)** of the Contract Price inclusive of GST for faithful performance of the contract. The CPG shall be valid for a period of **26 months from the start of the contract/as per GeM Portal Provision**. If required, the CPG needs to be extended further till completion of entire supply under the contract.
- 2.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 2.3 The performance security shall be denominated in the currency of the Contract and shall be in 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 mentioned in ITB, Sr. no 7.4 above]. 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 in the ITB Clause No. 7.0(7.4) above.
- 2.4 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after expiry of contract period of 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.

2.7 In case contract is extended without extra financial implications, than original contract performance securities also extended accordingly.

2.8 In case of contracts where supplementary agreement is drawn/ contract is extended with financial implications, the fresh performance guarantee/ security shall be obtained from the contractor @ 5 % of the amount of the supplementary agreement. The CPG received against original work shall be released as per contract conditions.

3.0 PACKING:

3.1 The bidder shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination. 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

The insurance of filled & empty cylinders during transportation (To & Fro) loading/ unloading, storages & handling etc. shall be in the scope of supplier without any extra cost to SJVN.

5.0 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-rate basis based on the insurance receipt submitted by the contractor

6.0 GUARANTEE

6.1 The gas under the scope of contract will be guaranteed for its purity (99.9% minimum) and pressures of 140-150 bar. The gas cylinders conforming to IS: 7825 or as specified in gas cylinder rule 2004, containing the gas do not meet these requirements shall be out rightly rejected.

7.0 COMPLETENESS OF THE WORK

- 7.1 The supply of the gas on rent basis FOR, NJHPS Store, Jhakri and transportation of empty cylinder soon as possible back to works of bidder.
- 7.2 The bidder must have sufficient number of gas cylinders to fulfill the requirement as mentioned in the Technical Specifications of the bidding document.

8.0 FORCE MAJEURE

- 8.1 The firm shall not be liable for loss or damage to SJVN resulting from any delays or failure to make shipment to Jhakri 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.
- 8.2 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.

9.0 PAYMENT TERMS

9.1 Against delivery of Gas Cylinders at NJHPS, Store, Jhakri

The 100% prorated per trip payment including 100% taxes & duties shall be made by consignee within 10 days after the delivery of gas cylinders at NJHPS, Jhakri and on submission of the following documents to consignee for release of payment:

- (i) Invoices in triplicate.
- (ii) Copy of Un-conditional acceptance of Letter of Award/GeM Contract/as per GeM Provision along with copy of agreement with 1st running bill only.
- (iii) Copy of PAN Card & GST No. with 1st running bill only

- (iv) Copy of the Contract Performance Security as per clause 2.0 above with 1st running bill only.
- (v) Copy of Signed Integrity Pact with 1st running bill only
- (vi) Copy of notifications of EIC for the requirement of the Gas.
- (vii) Three Copies of inspection report/test reports.
- (viii) Copy of GR duly acknowledged at NJHPS, SJVN Ltd. Jhakri by EIC or his authorized representative or consignee, for receiving of material in good condition.
- (ix) E-way bill (as per applicable rule).

Remarks:

(a) The invoices shall also be countersigned by EIC or his authorized representative for the release of the payment.

(b) The gas shall be delivered at delivery address (Refer Sr. No. 21.0 below). The inspection and issuance of the Gas shall be done immediately/same day on the delivery of the gas. The inspection of the material shall be done by EIC (or his authorized representative) in the presence of Consignee (or his authorized representative). After inspection the material shall be issued immediately to the EIC in the interest of work.

9.2 Against retention of Gas Cylinders at NJHPS, Store, Jhakri

The 100% monthly payment including 100% taxes & duties shall be made by consignee within 10 days after the delivery of gas cylinders at NJHPS, Jhakri and on submission of the following documents to consignee for release of payment:

- (i) Invoices in triplicate.
- (ii) Copy of PAN No. & GST No.
- (iii) Verification certificate issued by the EIC for the period of retention of gas cylinders.

Note: - The date for the rent charges of the gas cylinders will be reckoned from next day of the receipt of gas cylinders at NJHPS, Store, Jhakri.

Remarks:

(a) The invoices shall also be countersigned by EIC or his authorized representative for the release of the payment.

(b) The record for the inward & outward of the gas cylinders shall be kept by the Consignee also to be further countersigned by the EIC or his authorized representative

9.3 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.

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

9.5 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 objection is 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 interest with monthly rests from the date immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India time to time.

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

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

9.7 **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.

10.0 DELIVERY SCHEDULE

The basic consideration and essence of the contract shall be strict adherence to the delivery Schedule. The requirement of gas shall be conveyed by the EIC to you in writing by Fax or by e-mail or by cable telex or facsimile and confirmed in writing. The delivery of the gas at NJHPS, Jhakri is to be made within 10 days from the next date of notification by EIC. The following things should be kept in the consideration by the EIC:-

- (i) Empty cylinders to be returned back in the same truck in which the filled cylinders are received.
- (ii) Unloading of the filled cylinders and loading of empty cylinders at Jhakri shall be carried out by SJVN

11.0 LIQUIDATED DAMAGES

11.1 If the Supplier fails to deliver the gas cylinders within delivery schedule 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,

11.2 The Liquidated Damage for delay in supply of gas beyond the maximum delivery schedule as stipulated at **clause 10.0** above shall be @ 1/2% (Half percent) per week or part thereof of the ordered quantities by the EIC from time to time. The total amount of Liquidated Damages for delay under the Contract will be subject to a maximum of ten percent (10%) of the total Contract price of the ordered quantities by EIC from time to time.

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

Contractor's obligations and the Owner's remedies in respect of delay are solely and exclusively as stated in this Liquidated Damages clause subject to provisions of **Clause 12.0** and consequences thereof.

12.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

12.1 The Owner, without prejudice to any other remedy for breach of Contract, by written notice of d

efault sent to the Contractor, may terminate this Contract in whole or in part:

- a) if the Contractor fails to complete any part of all the work or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Owner.
- b) if the Contractor fails to perform any other obligation(s) under the Contract.
- c) If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

13.0 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.

14.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 14.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default" and "Outbreak of War". The Owner shall in such an event give thirty (30) days notice in writing to the Contractor of his decision to do so.

14.2 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.

14.3 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.

15.0 SETTLEMENT OF DISPUTES

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

16.0 ARBITRATION (with Pvt. Party)

16.1 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.

- 16.2 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.
- 16.3 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.
- 16.4 Arbitration(s) shall give reasoned award.
- 16.5 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.
- 16.6 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.
- 16.7 The arbitration proceedings shall be held at such place and time in India as the Arbitrator(s) may determine. The decision of the Arbitrator(s) shall be final and binding upon the parties hereto and the expenses of the Arbitration shall be paid as may be determine by the Arbitrators.
- 16.8 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.

17.0 ARBITRATION (WITH CPSEs):

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 matter) 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-G M-05/0003/2019-FTS-10937 dated 20/02/2020. The decision through AMRCD will be final and binding on all the concerned.

18.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

- a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement

19.0 APPLICABLE LAW

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

20.0 ENGINEER IN CHARGE (EIC)

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

21.0 CONSIGNEE

The Goods under this Contract shall be dispatched to the Consignee at the following address:-
**DGM, (MMG Deptt.)
Nathpa Jhakri Hydro Power Station,
SJVN, Jhakri, Distt. Shimla, (HP)**

Pin-172201 (INDIA)

Phone No. 0091-1782-275041; Fax No. 0091-1782-275827.

E-mail ID: mmg.njhps@sjvn.nic.in.

22.0 DELIVERY ADDRESS

The goods under this contract shall be dispatched in the following address: -

**In-charge/DGM, MMG Deptt. Gas Storage Shed/Store,
Nathpa Jhakri Hydro Power Station,
SJVN, Jhakri, Distt. Shimla (HP)-172201.**

Remarks: - Any queries regarding EMD, delivery of material, payment & CPG etc. is to be carried out with consignee at above contact information.

4. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents 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 कार्यवाई 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---