

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703158081

अनुबंध तिथि | Generated Date : 12-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4645754](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Power विभाग   Department : SJVN Limited संगठन का नाम   Organisation Name : SJVN Limited कार्यालय क्षेत्र   Office Zone : Njhps Sjvn Jhakri Hp 172201	पद   Designation : Dy. Mgr. संपर्क नंबर   Contact No. : 01782-275053-4155 ईमेल आईडी   Email ID : devender.kumar@sjvn.nic.in जीएसटीआईएन   GSTIN : 02AAICS1307F1ZY पता   Address : OFFICE COMPLEX NJHPS SJVN JHAKRI, SHIMLA, HIMACHAL PRADESH-172201, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: ED/HOP वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: CGM(F&A)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : ASSTT MANAGER FINANCE ईमेल आईडी   Email ID : arvind_kr@sjvn.nic.in जीएसटीआईएन   GSTIN : N पता   Address: OFFICE COMPLEX NJHPS SJVN JHAKRI, SHIMLA, HIMACHAL PRADESH-172201, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 902D200001316122 कंपनी का नाम   Company Name : NORTHERN POWER ERECTORS LIMITED संपर्क नंबर   Contact No. : 09818212122 ईमेल आईडी   Email ID : northerect@yahoo.com पता   Address : 904,27-BARAKHAMBA ROAD, Central Delhi, DELHI-110001, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-UP-29-0011501 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : OTHERS जीएसटीआईएन   GSTIN: 09AAACN0227F3ZU (R), (M)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : The complete material is to be delivered to consignee with in Completion Schedule.

#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Francis Turbine Upper Labyrinth Seals Rotating ब्रांड   Brand : NPEL ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Francis Turbine Upper Labyrinth Seals Rotating (Q3) मॉडल   Model: NPEL एचएसएन कोड   HSN Code: HSN not specified by seller	4	pieces	1,988,300	NA	7,953,200
कुल ऑर्डर मूल्य   Total Order Value (in INR)						7,953,200

क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
	पद   Designation : -		1	3	12-Apr-2024	09-Sep-2024

1	ईमेल आईडी   Email ID : rohit_verma@sjvn.nic.in संपर्क   Contact : 01782-275041- जीएसटीआईएन   GSTIN : 02AAICS1307F1ZY पता   Address : O AND M STORES NJHPS SJVN JHAKRI, SHIMLA, HIMACHAL PRADESH-172201, India	Francis Turbine Upper Labyrinth Seals Rotating	2	1	10-Sep-2024	08-Nov-2024
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### Product Specification for Francis Turbine Upper Labyrinth Seals Rotating

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/74/20/117/CatalogAttrs/SpecificationDocument/2024/3/12/2024_03_12_12_02_34_1708067774_2024-03-12-12-02-38_efb24827c756f42938da6f3d282a935e.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/51647/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/16/3-annexure-b-ts__qap__drg_2024-02-16-10-23-23_c9d3704b3fb15f73735e4f8a4c95b97c.pdf
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### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

#### 2. Buyer Added Bid Specific Terms and Conditions-

##### 2.1 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

##### 2.2 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](#)

##### 2.3 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

By the authorized representative of SJVN Ltd. or 3rd party deployed by the SJVN/EIC at bidder's work

Post Receipt Inspection at consignee site before acceptance of stores:

By the authorized representative of SJVN Ltd./EIC at O&M Store, NJHPS, SJVN Ltd. Jhakri

##### 2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

##### 2.5 Forms of EMD and PBG:

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

SJVN LTD. O AND M ACCOUNT

Account No.

11543142129

IFSC Code

SBIN0006988

Bank Name

State Bank of India

Branch address

SJVN Market Complex, Jhakri, Distt. Shimla, Himachal Pradesh-172201

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

**2.6 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

NJHPS, SJVN Limited, Jhakri-172201

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.

**2.7 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

SJVN LTD. O AND M ACCOUNT

Account No.

11543142129

IFSC Code

SBIN0006988

Bank Name

State Bank of India

Branch address

SJVN Market Complex, Jhakri, Distt. Shimla, Himachal Pradesh-172201

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.8 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

## **ADDITIONAL TERMS & CONDITIONS**

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

#### **1.0 PLANT INFORMATION**

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

#### **2.0 COMMUNICATION AND TRANSPORT LIMITATION**

**The Plant Site is located in the interior of Himachal Pradesh. The dam is located on the Sutlej River near village Nathpa in District Kinnaur. The underground power house is located near village Jhakri in District Shimla. Jhakri is ahead of Shimla, the capital of the State of Himachal Pradesh about 150Km on NH-5.**

**The rail head (broad gauge) is at Kalka (NR). Kalka is about 235 Km (Approx.) from Jhakri.**

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

**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:-**

<b>(i)</b>	<b>Kalka - Dharampur - Solan - Shimla - Narkanda - Rampur - Jhakri (NH -5).</b>	<b>:</b>	<b>235 Km (Approx.)</b>
<b>(ii)</b>	<b>Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur - Jhakri.</b>	<b>:</b>	<b>252 Km</b>

(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri.	:	(Approx.) 337 Km (Approx.)
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#### Transport Limitation

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

### 3.0 MINIMUM QUALIFYING REQUIREMENT: As per PQR (Annexure-A) uploaded on the GEM Bid.

#### 4.0 SCOPE OF PROPOSAL

4.1 The detailed scope of work has been mentioned in the Technical Specifications. The scope of the work includes the “Engineering, manufacturing, testing, supply, Insurance, Packing and Transportation of Francis Turbine Upper Labyrinth Seals Rotating(Un-modified) for NJHPS, SJVN Ltd., Jhakri” as per Technical Specification, QAP & Drawings enclosed at annexure-B as given below:

Sr. No.	Item/Description	Material Composition
1.	Upper Labyrinth Seal Rotating (pre-machined ready for 300 microns hard coating) as per Technical Specification, QAP & Drawing No. D-5, Revision-01, enclosed at Annexure-B.	X3 CrNiMo 13-4 + QT 780 number 1.4 313 as per Standard EN 10250-4. Base material hardness HB 250-300 (Forged/ Rolled).

It will inter-alia include the following: -

- Detailed engineering of the complete equipment/or coordinate.
- Complete manufacture and/or coordination for manufacturing including shop testing and acceptance tests.
- Packing Loading, handling, transportation and transit insurance of the equipment from the manufacture’s works to the O&M Stores, NJHPS, Jhakri site.
- The detailed scope of work has been mentioned in the Technical Specifications.
- Bids not covering the entire scope shall be treated as incomplete and hence may be rejected.

#### 5.0 QUALITY ASSURANCE PROGRAMME

5.1 The Quality Assurance Programme containing the overall quality management and procedures which the bidder has to follow during the performance of the works during various phases of execution is enclosed in the bid along with the technical specifications (Annexure-B).

5.2 During the process of manufacturing or before dispatch of material from the works of bidder, the material under manufacturing or manufactured shall be inspected & tested by the authorized representative of SJVN Ltd. or third party deployed by the SJVN/EIC for the purpose at its own cost. The material shall be inspected & tested as per the technical specifications, drawings & QAP and applicable IS or equivalent international standards. Such standards & procedures shall be provided by the bidder for the purpose of inspection & testing. All the expenses/cost towards such testing & inspection of equipment/component as per applicable standards shall be included in the offered price by the bidder. Moreover, SJVN will bear the cost of having 3<sup>rd</sup> party inspection if required.

5.3 Final Inspection: The final inspection of the material shall be carried out by authorized representative of SJVN/EI

C at O&M Stores, Jhakri.

5.4 The MDCC to dispatch the material shall be issued by the SJVN/EIC.

5.5 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 EARNEST MONEY DEPOSIT/BID SECURITY:

6.1 The bidder shall furnish, a bid security/ earnest money as part of the bid amounting to ₹ 02,70,173/- (Rupees Two Lac Seventy Thousand One Hundred Seventy-Three Only).

6.2 The EMD/Bid Security can be submitted through Online Fund Transfer/FDR/TDR/BG (As per GEM Standard Format & Procedure) as deliberated below:

i. 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:	SBIN006988
Bank Branch:	SBI Jhakri

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

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

ii. **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 & procedure) 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:

Dy. General Manager (DGM)  
(Procurement & Contract Department),  
NJHPS, SJVN Ltd. Jhakri,  
Distt. Shimla (H.P.)-172201

If EMD in the form of FDR/TDR/BG (as per GEM standard format & procedure) does not reach in physical form within ten (10) days after the bid closing date, the bid(s) shall not be entertained and such bid(s) shall be treated as late bid(s)/non-responsive bid(s).

**Remarks:** - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered. If any bidder submitted EMD in the form of DDs, local Cheque/ outstations Cheque then SJVN may ask the bidder to submit the EMD as above 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.

**6.3 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)/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 Databank {i.e. on website [udyamregistration.gov.in](http://udyamregistration.gov.in)}.

**6.4 The bidder(s) must also submit Bid Security Declaration Form along with their bid as per Annexure-C enclosed.**

**6.5 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.**

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

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

**6.8 The bid security may be forfeited**

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

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

(i) To accept the Letter of Award or

(ii) To furnish the required performance security.

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

## **7.0 FORMAT AND SIGNING OF BID**

- ▶ Satisfactory evidence of authority of the person digitally signing on behalf of the Bidder shall be furnished on non-judicial stamp paper of an appropriate value in the form of a Power of Attorney/Affidavit of Proprietorship, duly notarized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. This Power of Attorney must be sent along with and EMD (i.e. FDR/TDR/BG).
- ▶ In case of company is PVT. Ltd then Power of attorney /authorization letter as above shall be signed by all current directors indicating that the person(s) signing the bid have the authority to sign the bid.
- ▶ 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.
- ▶ 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.
- ▶ Bidder's name stated on the proposal shall be the exact legal name of the firm.
- ▶ All the requisite documents shall be scanned & uploaded along with bid on GEM Portal. The hard copy of the only r

required documents shall also be posted as per details given in clause 19.0 so as to reach on or before the last date and time of submission of bid.

- ▶ 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.

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

##### **A. Price Bid Part.**

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

- (i) Documents as per PRE-QUALIFICATION REQUIREMENT for Proven Experience, Annual Financial Turnover, Financial Experience etc.(as per Annexure-A enclosed).
- (ii) Earnest Money Deposit /FDR/TDR/ Copy of the MSE/ NSIC /Start Up certificate as per clause no. 6.0
- (iii) Bid Security Declaration Form as per SJVN Format (Annexure-C).
- (iv) Power of Attorney/Affidavit of Proprietorship as per sr. no. 7.0 above.
- (v) Pre-Contract Integrity pact as per clause no 16.0 (Annexure-D).
- (vi) Self-certification/declaration (To be submitted on letter head of the company), regarding Local Content as per clause No. 17.0 below {Format enclosed at as per Annexure-E}.
- (vii) Undertaking as per Sr. no. 18.0 below (as per Annexure-F enclosed).
- (viii) Bank details duly authenticated by Bank/ Copy of cancelled Cheque.

##### **Remarks:**

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

#### **9.0 WITHDRAWAL OF BIDS**

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

#### **10.0 BID OPENING AND EVALUATION**

- ▶ The Owner will open all bids electronically, on the date and at the place specified in the GEM Bid. In the event of the specified date for the opening of bids being declared a holiday for the Owner or network problem, the bids will be opened at the appointed time on the next working day.
- ▶ Bids will be evaluated for the complete scope of supply/ BOQ on single responsibility considering the costTotal Cost FOR Jhakri including all taxes. Further MSME Policy will also be applicable only when, L-1 bidder is Non-MSE firm.
- ▶ No Price preference shall be given to any bidder during the bid evaluation.

#### **11.0 CLARIFICATION OF BIDS**

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

#### 12.0 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 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.

#### 13.0 AWARD OF CONTRACT

- ▶ The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid on single responsibility basis 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 requirements of the Bidding Documents.
- ▶ Award will be placed for entire scope of supply on L1 basis for substantially responsive bid on single responsibility basis.

#### 14.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BIDS

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

#### 15.0 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 integrity pact as per clause no. 16.0 below. 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 Subcontractors, 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.

#### 16.0 ADOPTION OF INTEGRITY PACT [AS PER ANNEXURE-D ENCLOSED]:



In order to ensure transparency, equity and competitiveness in its procurement, SJVN Ltd has decided to adopt Integrity Pact. The Integrity Pact (IP) envisages an agreement between the prospective Bidders/ Contractors and the buyer committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

Towards implementation of Integrity Pact, an MOU along with Integrity Pact Programme has already been signed between 'SJVN Ltd' and 'Transparency International India' (TII) on 05th January 2011.

The pact essentially envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both sides, not to resort to any corrupt practices in any aspect / stage of the contract. Only those vendors / bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- Principal to treat all bidders with equity and reason.
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

The Integrity Pact shall be applicable for transaction having threshold value of Rs. 10 lac for procurement of Goods, Rs. 50 lac for procurement of Service and 200 lac for procurement of works. Further, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract and shall be responsible for to oversee the implementation of Integrity Pact Program to prevent corruption, bribery or any other unethical practices in SJVN Ltd.

In order to deal with any grievance/dispute(s) and to oversee implementation and effectiveness of the Integrity Pact programme pertaining to this tender, Bidders/Contractors may refer the same to Independent External Monitors (IEMs). Name and Address of the Independent External Monitor (IEMs) is as under:

1. Dr. Manoj Pant (Independent External Monitor for SJVN).

Further following may also be noted:-

- a) IP is deemed as part of the contract so that the parties concerned are bound by its provisions.
- b) A person signing IP shall not approach the courts while representing the matters to IEMs and he / she will await their decision in the matter.
- c) In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Failure to sign the integrity pact (Annexure-D) by applicant shall be liable to outright rejection of application / bid.

**to Make in India) Revision PPP-MII order 2017 dated 16/09/2020 & MOP order 28/07/2020 in respect of Hydro Power Sector:**

17.1 Only Class 1 local supplier/contractor shall be eligible to bid in this tender.

**17.2 Local Supplier Categories:**

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

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

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

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

17.5 *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.*

17.6 The bidder shall have to be an entity registered in India in accordance with law.

17.7 The bidder shall follow Indian laws, regulations and standards.

17.8 Formation of new joint venture in India shall be permitted only with the Indian companies.

17.9 Tendering by the agent shall not be accepted.

17.10 For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.

17.11 Domestic Content requirement (based on the cost of the product) shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

17.12 The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available. The cost of the same in India shall be in the scope of contractor.

17.13 Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the pr

ocurer/appropriate Authorities.

**18.0 RESTRICTIONS IMPOSED BY GOVT OF INDIA:**

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

**19.0 SUBMISSION OF DOCUMENTS BY POST:**

The following documents in hard copy/original form sealed in envelop super scribed as "Engineering, manufacturing, testing, supply, Insurance, Packing and Transportation of Francis Turbine Upper Labyrinth Seals Rotating (Un-modified) for NJHPS, SJVN Ltd., Jhakri (Package(W)-324(O&M)/2023}" are to be sent through post:-

- (i) Earnest Money Deposit (In original) if submitted in the form of FDR/TDR/BG as per clause no. 6.0
- (ii) Power of Attorney/Affidavit of Proprietorship as per Sr. no. 7.0 above

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

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

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

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

**B. GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 TRANSPORTATION AND PACKING:**

1.1 The bidder shall provide such packing to the goods as is required to prevent damage or deterioration during transit to their final destination. The transportation of the material shall also be arranged by the bidder from Ex-work to O&M, Store, NJHPS SJVN Ltd. Jhakri and no extra amount shall be paid by SJVN on this account.

**2.0 INSURANCE**

The goods to be supplied under the scope of the supply shall be insured for all risks Transit/Marine Insurance by the contractor till it is delivered at O&M Store, NJHPS, SJVN Ltd., Jhakri (H.P.) INDIA. No extra amount shall be paid by SJVN on this account.

The Insurance should be done strictly as per the contract and consignee/EICs should take up the matter with the Supplier /contractor by writing e-mail immediately after the award to take insurance cover as per tender and Insurance policy should be shared with consignee through e-mail ([mmg.njhps@sjvn.nic.in](mailto:mmg.njhps@sjvn.nic.in)) before the dispatch of the material and material shall be only permitted for dispatch if the Insurance Policy is as per contract requirements. SJVN shall give comments regarding acceptance of Insurance Policy within two (02) working days after the receipt of same through e-mail.

If the Supplier does not take the above insurance cover in part or full as per tender conditions, then penalty @ 1% of total contract price FOR Jhakri including taxes & duties shall be imposed for contracts in which the payment is to be made after the supply of the material, otherwise above insurance compliance is to be ensured in case advance payment in part or full is to be made.

In case any short value insurance, the penalty shall be imposed on pro-rate basis based on the insurance receipts submitted by the contractor.

### 3.0 GUARANTEE

3.1 All the goods will be new, unused and free from defects arising due to deficiencies in design and engineering and from defects in material and workmanship for a period of 12 (twelve) calendar months commencing from putting the goods in use or 18 months from the date of receipt at O&M Store, NJHPS, SJVN Ltd. Jhakri. In case of any defect within the guarantee period, the defect shall be made good or part shall be replaced free of cost by the contractor within one month of such defect as notified by EIC/SJVN. Copy/scanned copy of guaranty certificate issued on letter head of contractor to be sent by post/through authorized e-mail of supplier as per LOA.

### 4.0 CONTRACT PERFORMANCE SECURITY

4.1 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 percent (05%) of the Contract Price with a validity up to 60 days after the Guarantee/Warranty Period(Refer clause 3.0 above).

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

4.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of Bank Guarantee {As per SJVN standard format enclosed or as per the standard format of GeM (if any)} issued preferably by a nationalized Bank/ any scheduled as per RBI guidelines (As per the list enclosed), acceptable to the Owner or in the form of FDR or TDR (pledged in favour of SJVN Ltd.) or Online Bank Transfer in SJVN Bank (As per bank account detail mentioned in ITB, Sr. No. 6.2 above).

4.4 The performance security will be discharged by the Owner and returned to the Contractor not later than sixty (60) days after the after completion of guarantee period of the work.

4.5 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.

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

### 5.0 PROGRAMME VS. PROGRESS AND PHOTOGRAPHS

The firm shall also submit to EIC a fortnightly "Programme Vs. Progress" report covering the activities carried out during the fortnight with photographs either by e-mail/fax and hard copy by post. The measures being adopted to make up for slippages in progress of works, if any, should also be included in their reports.

### 6.0 INSPECTION & TESTING:

The material under the scope of supply shall be inspected at the supplier's works either by the representative of EIC or third-party inspector (deputed by SJVN) as per the QAP's and procedure approved by the EIC. The dispatch clearance for the material found to the requirement of Technical Specification shall be given by the EIC.

## 7.0 PAYMENT TERMS

7.1 Hundred percent (100%) payment of the order value of the material including 100% taxes shall be made within 10 days after the CRAC and on submission of following documents to consignee for the release of the payment:-

- (i) Invoices in triplicate.
- (ii) Copy of GST No.
- (iii) Copy of Bank Guarantee/Contract Performance Security.
- (iv) Copy/scanned copy of guarantee certificate.
- (v) 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.
- (vi) E-way bills (as per applicable Rules).
- (vii) Inspection report issued by the EIC or his authorized representative.
- (viii) MDCC issued by the SJVN/EIC before dispatch of the material.
- (ix) Inspection & Tests reports as per Technical Specifications (enclosed at Annexure-B).
- (x) Signed copy of Integrity Pact.

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

- a) Name, Address & GSTIN of the Supplier
- b) Specific Invoice Number format
- c) Name and address of recipient
- d) Address of Delivery
- e) HSN code of goods and SAC for Services
- f) 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.

## 8.0 DELIVERY SCHEDULE

The basic consideration and the essence of the Contract shall be the strict adherence to the Delivery Schedule. The maximum time for completion from the date of issue of LOI /LOA till delivery of the material at O&M Store, NJHPS, SJVN Ltd. Jhakri shall be as below:

Sr. No.	Description	Completion period (in No. of days) for supply of Upper Labyrinth Seals Rotating
1.	1 <sup>st</sup> Lot (03 Nos. of Upper Labyrinth Seals Rotating)	150

2.	2 <sup>nd</sup> Lot (03 Nos. of Upper Labyrinth Seals Rotating)	150+60 =210
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**9.0 L.D. CHARGES:**

**9.1** If the Supplier fails to deliver any or all of the Goods 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,

**9.2** The Liquidated Damage for delay in supply of goods under the scope of supply, beyond the maximum completion period as stipulated at clause 8.0 above shall be @ 1/2% (Half percent) per week or part thereof of total contract price of each Lot of Upper Labyrinth Seals Rotating separately. 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 each lot of Upper Labyrinth Seals Rotating, to be levied separately as per delivery schedule as above. **However maximum Total L.D. Charges under the contract shall be 10% of the total contract price.**

**9.3** Amount of L.D. charges shall be payable by the Supplier/Contractor whenever demanded by the Owner and / or Owner can recover the amount of L.D. charges (to the extent leviable at any time) from the amount payable to the Supplier available with Owner under this Contract.

**9.4** Contractor's obligations and the Owner's remedies in respect of delay are solely and exclusively as stated in this L.D. 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 get work completed, upon such terms and in such manner as it deems appropriate, Services similar to those not completed, and the Contractor shall be liable to the Owner for any excess costs for such similar Services. However, the Contractor shall continue 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 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** 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.

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

**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 ar

bitration 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.

#### 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-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 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.

#### 17.0 APPLICABLE LAW

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

18.0 ENGINEER IN CHARGE (EIC): DGM (PHMM), NJHPS, SJVN Jhakri, Distt. Shimla (H.P.), PIN 172201, shall be the EIC of this work.

#### 19.0 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 Ltd., Jhakri, Distt. Shimla, (HP)

Pin-172201 (INDIA)

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

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



**2.9 Buyer Added Bid Specific ATC:**

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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