

# INSTRUCTIONS TO BIDDERS (ITB)

**The bids are invited using e-procurement mode, so please read the instructions carefully and upload the filled in bids as per requirement of bid documents.**

## **1.0 GENERAL INSTRUCTIONS**

- 1.1 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 SJVN 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.
- 1.2 SJVN Ltd. has issued an invitation to bid as enclosed and will receive bids as set forth in the accompanying Bid documents.
- 1.3 Bids cannot be uploaded after the time & date fixed for receipt of bids as set out in the Invitation of Bid.
- 1.4 SJVN Ltd. reserves the right to accept or reject any or all Bids without assigning any reason for such a decision.
- 1.5 All the cost and expenses incidental to preparation of the proposals, discussions and conferences, if any, including pre-award discussions with the Bidder, technical and other presentation including any demonstrations etc. shall be to the account of the Bidder and Owner shall bear no liability whatsoever on such costs and expenses.
- 1.6 The last date of availability /downloading of the bid document are **08/10/2023 at 12:00 hrs.** The complete filled in bids and necessary scanned documents shall be uploaded at the mentioned address up to **09/10/2023 at 13:00 hrs.** The techno-commercial bid shall be opened on **09/10/2023 at 14:00 hrs.** The bids cannot be uploaded / submitted later than **09/10/2023 at 13:00 hrs.** However, Price bid part of qualified & commercial responsive bidders shall be opened on subsequent date, for which the qualified bidders shall be informed separately.
- 1.7 **Please note that bids in physical form shall not be entertained under any circumstances and are only to be submitted through e-tendering at <https://etender.sjvn.co.in>.**
- 1.8 **DIGITAL SIGNATURES:** To participate in an e-Tender, bidder need to have a valid Class-3 Digital Certificate (Signing & Encryption/Combo) from certifying authority of India as per the IT Act, 2000. Valid Digital Certificate must be installed in a computer system from where you want to login on website. Perform the below steps to confirm whether valid digital certificate is available on your computer system or not. Perform the below steps to confirm whether valid digital certificate is available on your computer system or not.

### **Steps:**

- Open Internet Explorer.
- Select Tools menu from menu bar. OR (Press Alt + T on your keyboard).
- Click on Internet Options >>Content >>Certificate button.

**The bidder should view your digital certificate under “Personal” heading Requirement of Digital Signature Certificate**

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- Please enable **ActiveX Controls & Plug-ins.** (Tools->Internet Options->Security- >Custom Level)

**Active-X controls need to be enabled in your Internet browser. In order to ensure this, please do the following:**

- In Menu Bar ---Click on Tools - Internet Options – Security – Click on Trusted Sites Icon – Click on Sites button.  
Add 2 Website in Trusted Sites <https://etender.sjvn.co.in>**

**After that, click on**

Tools menu of Internet explorer - Internet Options – Security – Click on Internet Icon.

After Click on Custom Level button –

From below ActiveX controls and plug-ins ---- Select below 5 Items to be enabled

- 1) Download signed ActiveX controls –select Prompt or Enable
- 2) Download unsigned ActiveX controls – select Prompt or Enable
- 3) Initialize and script ActiveX controls not marked as safe for scripting – select Prompt or Enable
- 4) Run ActiveX controls and plug-ins-select Enable
- 5) Script ActiveX controls marked safe for scripting – select Enable

After completed this above selection----Below option has available---**Reset custom settings---Reset To: Select low or medium ---Click on OK.**

**Also, please check your system Date & Time it should be set as current date & time.**

- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

- 1.9 **VENDOR REREGISTRATION PROCESS:** After obtaining digital signature as indicated above, the bidder is to register with SJVN e- tendering portal <https://etender.sjvn.co.in> to participate in the tendering process. Perform below mentioned steps to register yourself:

- Click on a “New Bidder Registration” link available on home page.
- You need to furnish individual details as well as of company details in registration form.
- After filling all mandatory fields, you need to click on “submit” button to complete registration process.
- On successful completion of registration, you will be prompted a message saying that “You have successfully registered on SJVN Limited’s e-tender Portal”.

Already valid registered vendors in SJVN systems with Vendor Id need not follow registration process and may contact support email:

- 1.10 **Down loading Bid Documents:** Bidder to access <https://etender.sjvn.co.in> to download NIT document, after completing registration formality (if required) and successful login vendor need to process for Tender Fee/ Document Fee as per the provisions of bid documents and thereafter bidder can download detailed tender document.

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### 1.11 Bid Submission:

- I. Bidder needs to login on SJVN tendering portal i.e. <https://etender.sjvn.co.in>.
- II. Search tender by filling necessary searching criteria after Login.
- III. Please refer to attached document of “Bidder User manual”.

All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Vendor Registration, if any.

Bidder(s) are also advised to keep on visiting the websites as mentioned below for any Notification/ Amendment / Addendum/ Corrigendum from SJVN's side in respect of thistender:

- (i) <https://etender.sjvn.co.in>.
- (ii) [www.sjvn.nic.in](http://www.sjvn.nic.in),
- (iii) [www.eprocure.gov.in](http://www.eprocure.gov.in)

### 1.12 The bidder(s) may contact the following person: -

- For any assistance/ clarification for e-tendering registration: Sh. Sanjay Bhatnagar: Mobile No. +91 9456119194. E-mail Id: [sanjay.bhatnagar@sjvn.nic.in](mailto:sanjay.bhatnagar@sjvn.nic.in).
- For any assistance/ clarification for submission of bid through e-tendering/ procurement
  - I. Sh. Ranjan Kumar: Mobile No.+91 8580548817.
  - II. Sh. Amit Kumar : Mobile No. +91 9816118755.  
E-mail ID: [etender.support@sjvn.nic.in](mailto:etender.support@sjvn.nic.in).

The above persons are to be contacted for help/ assistance related to e-tendering registration, submission of bid through e-tendering only.

For any other clarifications regarding the tender, bidder may contact the following persons/ representatives of M/s SJVN:-

- (i) Sh. Devender Kumar : Mobile No. +91 941801243 ([E-mail ID: devender.kumar@sjvn.nic.in](mailto:devender.kumar@sjvn.nic.in)).
- (ii) Sh. Ajay Kumar : Pone No. +91 1782-275236 & +91 9418014928 ([E-mail ID: aj.kumar@sjvn.nic.in](mailto:aj.kumar@sjvn.nic.in)).

## 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 235 Km (Approx.) from Jhakri.

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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- 5).	:	235 Km (Approx.)
(ii)	Kalka - Dharampur - Solan - Shimla - Dhalli - Basantpur - Rampur – Jhakri.	:	252 Km (Approx.)
(iii)	Kalka - Dharampur - Sabathu - Arki - Shalaghat - Dhami - Basantpur - Rampur - Jhakri.	:	337 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 PQR of the bidding document.

### 5.0 SCOPE OF PROPOSAL

5.1 Supply of Hard Coating Powder for HVOF Thermal Spray Coating as per detailed in the Technical Specifications(Annexure-A).

5.2 The quantity to be supplied under this contract “Package(P)-311(O&M)/2023” is as under:

Sr. No.	Description	Unit	Qty.
1.	Hard Coating Powder as per Technical specifications	Kg.	6000

5.3 **The different manufacturer’s offer different Packing i.e. in Kgs or Pounds as per the manufacturer country origin. This different packing may lead to shortage of the supply of the material. The shortage in the supplied material shall be allowed to maximum of 10 kg. However, the payment shall be made at actual quantity of the material supplied.**

5.4 The Hard Coating Powder shall be delivered directly from OEM warehouse to NJHPS Stores Jhakri eliminating third party handling of powder in INDIA or abroad.

5.5 The successful L-1 bidder will submit the detailed Price Break Up for quoted amount FOR, O&M, Store, NJHPS, SJVN Ltd. Jhakri (India) as per requirement of SJVN.

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- 5.6 **The Foreign bidder shall quote their prices DDP(Delivery Duty Paid)-O&M Store NJHPS, SJVN Limited Jhakri and shall submit the break Up in the following format:-**

Sr. No.	Description
1	Ex-Works Price (Foreign Country)
2	Air Freight & Air Insurance
3	Custom Duty including IGST/GST as per rules
4	Port Clearance & Handling charges, Custom Clearance, any other service charges, Inland Transportation and Inland Insurance charges etc.

- 5.7 **The Indian bidder shall quote their prices FOR O&M Store, NJHPS, SJVN Limited Jhakri including GST and shall give the Price Break Up in the following format:-**

Sr. No.	Description
1	Basic Price FOR, O&M, Store, NJHPS, SJVN Ltd. Jhakri including freight & insurance.
2	GST Rate & Amount

**Remarks:** *The Price Break-up as per Sr. No. 5.6 & 5.7 is to be submitted after opening of price bid.*

## 6.0 QUALITY ASSURANCE PLAN

- 6.1 The QAPs(Annexure-B) as approved by QA & I Deptt. Shimla is also enclosed. The QAP shall be as per QAP no. SJVN/QA/NJ/HC-02 dated 07/10/2015 respectively. The inspection and testing of the material shall be carried out by QA&I Deptt. Shimla as per technical Specifications and approved QAP. The MDCC shall be issued accordingly by QA & I Deptt. Shimla.

- 6.2 MDCC shall be issued by SJVN within 07 working days from the date of intimation of powder readiness for dispatch.

## 7.0 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.

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

## 9.0 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
- 9.2 The amendment will be notified in writing or by cable or through website (on [www.sjvn.nic.in](http://www.sjvn.nic.in), [www.eprocure.gov.in](http://www.eprocure.gov.in), and <https://etender.sjvn.co.in>) to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein has been taken into account by the Bidder in its bid.

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- 9.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.
- 9.4 After publishing of NIT in Newspapers and websites, any amendment(s)/ corrigendum(s) of the NIT and Tender Documents shall be published on websites of SJVN, except modification in qualification criteria shall be informed through press and on SJVN websites. The bidders who have not informed us about the download would be required to regularly visit our website for updating themselves about any amendments which may arise from time to time. It will be assumed that all the information contained/updated in the website has been taken into account by the Bidder in its bid.

## 10.0 LANGUAGE OF BID

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

## 11.0 COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT (EMD / BID SECURITY (ONLINE) / FDR /TDR:

### 11.1 FOR INDIAN BIDDER:

- (a) The cost for purchase of bid document is **ZERO**.
- (b) The bidder shall furnish, a bid security/ earnest money as part of the bid amounting to **₹ 10,78,200/- (₹ Ten Lacs Seventy-Eight Thousand Two Hundred Only)**.
- (c) Being the imported items, the MSE/Start-Up guidelines are not applicable and Micro or Small Enterprises (MSE)/NSIC/ Startup India registered firms are not exempted from the submission of the **“Tender document cost” and EMD**.

**(d) The cost of “Bid Document” and “Earnest Money (EMD)” shall be submitted “ONLINE through e-tendering portal” at [etender.sjvn.co.in](http://etender.sjvn.co.in) website.**

- (e) **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 SJVN standard format attached) with a validity not earlier than sixty ( 60) days after expiry of bid validity is also acceptable and the same in original/physical form should reach preferably on or before bid closing date at the address given below:

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

**If EMD in the form of FDR/TDR/ BG (as per SJVN standard format attached) 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). The BG may be required to be extended further as per the request of SJVN.**

**Remarks: - The EMD submitted in the form of DDs, local Cheque/ outstations Cheque will not be considered.**

- (f)** The required details of the EMD/Bid security are to be filled while submitting the bid through e-tendering.

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## 11.2 **FOR FOREIGN BIDDER:**

- (a) The cost for purchase of bid document is **ZERO**.
- (b) The bidder shall furnish, as part of its bid, a bid security in a sealed envelope amounting to or ₹ (INR) **10,78,200/- OR \$ (USD) 13045 OR € (EURO) 12092 OR ¥ (YEN) 1905620**.
- (c) The Earnest Money Deposit (EMD)/ Bid Security may be submitted in the form of Bank Guarantee (as per SJVN standard format attached) denominated in the currency of the contract with a validity not earlier than sixty ( 60) days after expiry of bid validity ,issued by a reputed bank ( Bank located outside India in case of a foreign Bidder), acceptable to the Owner or by nationalised or public sector bank of owner or scheduled bank as per RBI guidelines (As per list enclosed at Annexure-I) , in the format enclosed at Annexure -III. The BG issued by foreign bank should be routed through/confirmed from its Correspondent Bank in India. All banks except public sector bank of owner's country shall have with overall International Corporate Rating or rating of long-term debit not less than A- (A minus) or equivalent by reputed rating agency. The BG may be required to be extended further as per the request of SJVN.

OR

The Earnest Money Deposit (EMD)/ Bid Security may also be submitted in the form of Electronic Fund Transfer to the following bank account details:-

Beneficiary Name	SJVN LTD. NJHPS
Account No.	50200033924524
Bank Name & Branch	HDFC BANK, RAMPUR BUSHAHR, DISTT. SHIMLA, HIMACHAL PRADESH-172201(INDIA).
Swift Code	HDFCINBB

### **Remarks:**

- **The bidder shall intimate to SJVN immediately after the remittance of Earnest Money Deposit (EMD)/ Bid Security.**
  - **The bank charges shall be borne by the respective parties. The foreign bidders are requested to deposit EMD amount as above sr. no. 11.2. Any bank charges on Indian Banks have to be borne by SJVN and outside India bank will be borne by bidder (For deposit & refund).**
  - **The EMD should be transferred to above account well in advance before bid closing date & same should be credited to the account with in ten (10) days after the bid closing date, otherwise the bid(s) shall not be entertained and such bid(s) shall be treated as late bid(s)/non-responsive bid(s).**
- (d) **The EMD in any other form will not be considered.**
- (e) The required details of the EMD/Bid security are to be filled while submitting the bid through e-tendering.

11.3 The bidder must also submit the bid security declaration as per SJVN Format **(Annexure-C)** enclosed.

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- 11.4 The bid security shall be prepared and scanned copy of the same shall be uploaded at the designated place in web site. The EMD in physical form should reach preferably before the last date and time of submission of bid. If EMD 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).
- 11.5 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.
- 11.6 The bid security of the successful bidder will be returned within **30 days(For Indian Vendors) & 45 days (For Foreign Vendors)** after submission, acceptance & verification of required performance security.
- 11.7 No interest shall be payable by the Owner on the above Bid security.
- 11.8 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) if the Bidder does not accept the correction of its Bid Price;
  - (c) if the Bidder does not withdraw any deviations listed in Deviation Schedule at the cost of withdrawal indicated by him;
  - (d) if the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in Deviation Schedule but found elsewhere in the bid; or
  - (e) in the case of a successful Bidder, if the Bidder fails within the specified time limit;
    - (i) To accept the Letter of Award or
    - (ii) To furnish the required performance security.
    - (iii) To start activities according to Work Completion Schedule.

## 12.0 DEVIATIONS

Deviations (Technical & Commercial), if any, from the terms and conditions of Bidding Documents or Technical Specifications shall be listed only in the Deviation Schedule of the bid **i.e. Schedule-2 “Schedule of Deviations”**. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations.

Bidder may further note that except for deviations listed in the Deviation Schedule, the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and technical specifications without any extra cost to the Owner irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security of the Bidder may be forfeited/ necessary action may be taken as per bid security declaration submitted along with their bid.

The owner has complete right to evaluate the deviations without prejudice. After evaluation, the deviations may or may not be agreed by the owner. The bidder shall be intimated in writing accordingly.

It is requested to avoid deviation. Clarification for amendment in the any tender conditions to be sent to SJVN through mail before bid closing date for consideration for any amendment in the tender conditions as per decision of SJVN.

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### 13.0 DELIVERY SCHEDULE

The basic consideration and the essence of the Contract shall be the strict adherence to the Delivery Schedule. The material under the scope of this contract is to be delivered at O&M Stores, NJHPS, Jhakri, H.P, INDIA in two(02) lots as under:

1. First Lot of 3000 Kg Hard Coating Powder is to be delivered at O&M Stores, NJHPS, Jhakri, H.P, INDIA **within 60 days** from the date of issue of the LOA.
2. Second Lot of 3000 Kg Hard Coating Powder is to be delivered at O&M Stores, NJHPS, Jhakri, H.P, INDIA **within 75 days** from the date of issue of the LOA.

### 14.0 PRICE ADJUSTMENT DATA

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

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

### 16.0 BID CURRENCIES

The bidder shall quote the prices in their **home currency** i.e. INR or U.S. Dollars or GBP or EURO or YEN or equivalent, but the currency should be easily convertible in to INR or U.S. Dollars or GBP or EURO or YEN. Multiple currency provision in header level has been made available i.e., bidder can select any of available currency. However, bidder will quote all line items in a single currency which they have selected.

### 17.0 PERIOD OF VALIDITY OF BID

- ▶ Bids shall remain valid for a period of **120 days after the closing date prescribed by the Owner and subsequent extensions (if any) for the receipt of bids**. 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 or by cable/fax. 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.

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## 18.0 BID PROPOSAL SHEETS (BPS)

The Bidder shall furnish / complete all the appropriate Schedules / data required as per the bidding documents.

## 19.0 FORMAT AND SIGNING OF 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.
- ▶ 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.

## 20.0 SUBMISSION OF BIDS

- ▶ The bids will be submitted electronically at designated places in various schedules. The bid document except **Price schedules (Schedule-1)** can be downloaded by the bidder through <https://etender.sjvn.co.in> only after registration as explained above in **clause 1.9**. The bid is to be filled only in the schedules available on the web. The **schedules-1** cannot be downloaded as they are to be filled online, however **Bid Proposal Sheet, Schedule-2, schedule-3 & schedule-4** are to be downloaded first and are to be uploaded again after filling the same. **The bid is called under two (02) parts system as under:-**

### A. Price Bid Part which consists of the followings schedules:

- (i) **Schedule-1 (Page 1 of 1) - “Schedule of Prices”.**

*Remarks: Above dynamic schedule is to be filled ONLINE*

- ▶ **The following may be considered by the bidders:-**
  - a. **The Foreign bidder (manufacturer) & Indian Bidder shall be required to offer their rates & prices for entire supply/complete scope of supply. FIRM prices for DDP/FOR, O&M Stores Jhakri (HP, INDIA) basis is to be quoted inclusive of the charges towards P&F, Air Freight & Air Insurance , port handling, custom clearance, custom duty including IGST, Inland transportation and Inland Insurance etc. The insurance up to O&M Stores, NJHPS, SJVN, Jhakri, Distt. Shimla (HP)-172201, INDIA shall also be arranged by the supplier.**
  - b. **The Foreign bidder shall quote their prices including custom duty/IGST/GST as per rules. of GST as per applicable rules of GST.**
  - c. **The Indian bidder shall quote their prices inclusive of GST as per applicable rules of GST.**

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- d. The taxes & duties shall be paid as per applicable rate at the time of delivery of the material. Any increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. shall be paid by SJVN Ltd. provided that such increase in taxes & duties /new introduction of new taxes & duties/ levy by the Govt. is made with in schedule completion/delivery period as per LOA, otherwise same shall be paid by the bidders. Accordingly, the taxes & duties shall be paid/reimbursed at actual as per Rules.
- e. The successful L-1 bidder shall submit the detailed Price Break Up for above quoted rate DDP/FOR, O&M, Store, NJHPS, SJVN Ltd. Jhakri (India) inclusive of taxes & duties as per price schedule.

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

- (i) Bid Proposal Sheet.
- (ii) *Valid authorization certificate from the manufacturer specific to this tender, if the bid is submitted by authorized dealer / distributor/ representative of the manufacturer.*
- (iii) Copy of GST No. (As applicable).
- (iv) Bid Security / Earnest Money deposit {FDR/TDR/Though Wire Transfer/BG} as per Sr. No. 11.1 & 11.2 above.
- (v) Bid Security Declaration as per Annexure-C attached.
- (vi) Integrity Pact as per Sr. No. 31.0 below.
- (vii) Self-Certification/Declaration regarding local content as per Sr. No. 32.0 below {only to be submitted by Indian bidder}.
- (viii) Undertaking as per Sr. No. 33.0 below.
- (ix) Undertaking form, duly signed by the bidder shall be uploaded along with the bid, the details of which are as per Sr. No. 34.0.
- (x) **Bank Account details dully authenticated by bank along with copy of cancelled Cheque.**
- (xi) **The soft/ scanned copies of the Technical Data Sheet/ Technical Catalogues/ Technical Details/ Drawing etc. or any other information are to be uploaded along with the bid at the designated place.**

**Techno-commercial Schedules**

- (i) **Schedule-2 “Schedule of Deviations”**
- (ii) **Schedule-3 “General Information & Bank Account Details”**
- (iii) **Schedule-4 “Guarantee Parameter/ Specifications.**

**C. SJVN reserves the right to ask additional information if necessary after opening of the techno-commercial bid.**

- ▶ **The Techno-Commercial Bid part will be opened electronically as per schedule time and date as indicated in the bid documents in the O/o Deputy General Manager (P&C), SJVN Ltd., Jhakri, Distt. Shimla (H.P.) – 172 201.**
- ▶ 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 Price Part will be opened electronically at same place only for those bidders whose techno-commercial part is found to be techno-commercially acceptable and only such bidders will be intimated subsequently either telephonically or through Fax / through e-mail about the time and date of price bid opening.
- ▶ The Owner further, reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.

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**21.0 LATE BIDS:** No bid shall be received after last date and time of bid submission.

## **22.0 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 along with their bid.

## **23.0 CONVERSION TO SINGLE CURRENCY**

To facilitate the bid evaluation and comparison, the owner will convert all the bid amounts of foreign currency in INR at Bills Clearing (B.C.) Selling Market Rate of Exchange (MRE) established by State Bank of India (SBI), India for similar transactions on date one working day prior to of price bid opening shall be considered. The exchange rates between the different currencies w.r.t. INR shall be taken in account on the date one working day prior to of price bid opening.

## **24.0 BID OPENING AND EVALUATION**

- ▶ The Owner will open all bids electronically in the presence of bidder's representatives who choose to attend the opening at the time, on the date and at the place specified in the NIT / NIQ. Bidder's representatives shall sign a register as proof of their attendance. 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.
- ▶ No Mobile Phone will be permitted inside the bid opening room. Therefore, bidders should deposit Mobile Phones with Security gate at Reception.
- ▶ **Bids will be evaluated for entire scope of Supply. No price preference shall be given to any firm for the price bid evaluations.**
- ▶ No cost loading will be carried out on account of lower delivery period. However, the bidder can offer lower delivery period than the scheduled delivery period.
- ▶ Cost loading will be carried out for the deviations taken by the bidder to determine the lowest evaluated Bid which will be considered for acceptance.

## **25.0 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.

## **26.0 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.**

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## 27.0 AWARD OF CONTRACT

- ▶ The Owner will award the contract to the/those successful Bidder/(s) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid for item(s), further provided that the bidder is determined to be qualified to perform the contract satisfactorily.
- ▶ The Award will be placed for on L1 basis for entire scope of Supply.
- ▶ The owner may request the Bidder to withdraw any of the deviations listed in Deviation Schedule of the winning bid, at the price shown for the deviation in Deviation schedule. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited/ necessary action may be taken as per bid security declaration submitted along with their bid.
- ▶ Bidders would be required to comply with all other requirement of the Bidding Documents except for those deviations in Deviation Schedule, which are accepted by the Owner, failing which the bid security of the Bidder may be forfeited/ necessary action may be taken as per bid security declaration submitted along with their bid.

## 28.0 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.

## 29.0 NOTIFICATION OF AWARD

- ▶ Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the contract.
- ▶ Upon the successful Bidder's furnishing of the performance security, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security.

## 30.0 CORRUPT OR FRAUDULENT PRACTICES

A. The Owner requires that Bidders to observe the highest standard of ethics during the procurement and execution of the Contract. **For this purpose, the applicant shall sign integrity pact as per clause no. 31.0 below.** In pursuance of this policy, the Owner:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (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; and
  - (ii) "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;

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- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Owner.
- (d) Any fraud / suspected cases involving bidder (s) / Contractor (s) /Supplier (s) /Consultant (s) or any outside party required action, if any, shall be taken by SJVN as may be deemed fit in the respective cases depending upon the outcome of the investigation carried out in line with the investigation procedure mention in “**Fraud Prevention and Detention Policy of SJVN**” .

B. Furthermore, Bidders shall be aware of the provision stated in the "General Conditions of Contract".

### **31.0 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 05<sup>th</sup> 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.

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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. Smt. Archana Pandey Tiwari, IRS (Retd), Independent External Monitor for SJVN,C-32, Nangal Dewat Vasant Kunj, New Delhi-110070,E-mail-ampandey2001@yahoo.com.
2. Sh. Manoj Pant, IFoS(Retd.)

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. 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 bidders submitting tender document (including downloaded) shall sign the Integrity Pact in original on the signed / scanned Integrity Pact. The duly signed Integrity Pact shall be uploaded by the bidder along with the bid.

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.**

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.

**32.0 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 “. Exempted for this tender as the approval taken for Global Tender.**

32.1 Local Supplier Categories:

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

**Remarks: All above suppliers are allowed to participate being Global Tender.**

**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. The approval is taken for this tender for Global Tender.

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**However, the bidder(s) will submit following along with their bid:-**

- i. Country of origin of Material/ Equipment/Services.
- ii. The bidder will submit the percentage (%) of local content along with Affidavit of Self certification regarding
- iii. Local Content in line with PPP-MII order, if applicable, to be submitted on letter head of the company as per **Annexure-E** enclosed}.

32.2 In line with the revised PPP-MII order 2017 dated 16/09/2020, the bidder shall submit the Affidavit of self-certification, in original, 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 the letter head of the company.

32.3 *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."*

**33.0 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.

**34.0 SUBMISSION OF DOCUMENTS BY POST:**

► The following documents in hard copy/original form sealed in envelop super scribed as **“Package (P)-311(O&M)/2023 for “Supply of Hard Coating Powder for HVOF Thermal Spray Process of the NJHPS, SJVN Ltd. Jhakri”** are to be sent through post :-

- (i) Earnest Money Deposit (FDR/TDR/BG) (In original) as per clause no. 11.1.

**Remarks: The hard copy of the Price & Techno-commercial Schedules is not required.**

► These scanned copies of above documents are to be uploaded on the web and must reach preferably before closing date and time as per the bidding document i.e. on or before **09/10/2023 13:00 HRS.**

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

**Deputy General Manager (DGM),  
Procurement and Contract Department,  
NJHPS, SJVN Ltd., Jhakri,  
Distt. Shimla (H.P.)-172201, INDIA.**

**Phone No. +91 1782-275236.**

**Fax No. +911782-234049/ 275459.**

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► **Remarks:** The scanned copy (ies) of the document(s) asked as above are to be uploaded on web 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.

### 35.0 UNDERTAKING:

- 35.1 We have read carefully all the bidding documents and agreed to the conditions except for deviation taken clause wise in deviation schedule.
- 35.2 We have not changed the contents of the bidding documents.
- 35.3 Scanned copy of documents uploaded along with the bid is true to the best of our knowledge.
- 35.4 We have quoted DDP(Delivery Duty Paid)-FOR O&M Store, NJHPS, SJVN Limited Jhakri prices including custom duty including IGST/GST as per Sr. No. 5.6 above{For Foreign Bidder}.

OR

We have quoted FOR O&M Store, NJHPS, SJVN Limited Jhakri including GST and as per Sr. No. 5.7 above {For Indian Bidder}.

- 35.5 We shall submit the price break-up as per Sr. No. 5.6 above after opening of price bid which shall be considered for award of tender.

**Remarks: The scanned copy of the above undertaking is to be uploaded along with the bid.**

### 36.0 BILL TRACKING SYSTEM:

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.

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- After Log in, supplier shall enter the details required in the vendor portal screen, and submit the invoice specifically to the concerned SJVN official's email ID (abcd@sjvn.nic.in), after submission a unique VITMS number (Reference Number) will be generated and supplier will receive an automated unique VITMS number (Reference Number) both in its registered email ID and mobile number.
- On receipt of the physical bill, concerned SJVN official shall online acknowledge the receipt of the bill. All the actions taken by the concerned officials of SJVN can be easily been tracked in the "Invoice Status Section" by supplier.
- After the final payment, vendor can download the details of the payment under check forwarding details section on the Invoice upload and track screen.

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